

Exhibit 2

RESTRICTED CONFIDENTIAL

Page 1

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

- - - - - x
IN RE: VALSARTAN, LOSARTAN, AND : MDL NO. 2875
IRBESARTAN PRODUCTS LIABILITY :
LITIGATION, :
:
THIS DOCUMENT RELATES TO :
ALL ACTIONS :
- - - - - x

RESTRICTED CONFIDENTIAL

Veritext Virtual Zoom Videotaped
deposition of RENA M. CONTI, Ph.D., taken on
Thursday, February 10, 2022, in Glenside,
Pennsylvania, commencing at 10:17 a.m. Eastern
Standard Time, before Jamie I. Moskowitz, a
Certified Court Reporter and Certified Livenote
Reporter.

RESTRICTED CONFIDENTIAL

Page 2	Page 4
<p>1 APPEARANCES:</p> <p>2</p> <p>3 HONIK LLC</p> <p>4 BY: RUBEN HONIK, ESQUIRE</p> <p>5 ruben@honiklaw.com</p> <p>6 1515 Market Street - Suite 1100</p> <p>7 Philadelphia, Pennsylvania 19102</p> <p>8 267.435.1300</p> <p>9 Counsel for the Witness Rena M. Conti, Ph.D.</p> <p>10</p> <p>11 MAZIE SLATER KATZ FREEMAN</p> <p>12 BY: ADAM M. SLATER, ESQUIRE</p> <p>13 aslater@mazieslater.com</p> <p>14 103 Eisenhower Parkway</p> <p>15 Roseland, New Jersey 07068</p> <p>16 973.228.9898</p> <p>17 Counsel for the Plaintiffs</p> <p>18</p> <p>19 SLACK DAVIS SANGER LLP</p> <p>20 BY: JOHN R. DAVIS, ESQUIRE</p> <p>21 jdavis@slaterdavis.com</p> <p>22 6001 Bold Ruler Way - Suite 100</p> <p>23 Austin, Texas 78746</p> <p>24 512.795.8686</p> <p>25 Counsel for the Plaintiffs</p> <p>26</p> <p>27 LIEFF CABRASER HYMAN & BERNSTEIN, LLP</p> <p>28 BY: RACHEL J. GEMAN, ESQUIRE</p> <p>29 rgeman@lchb.com</p> <p>30 250 Hudson Street</p> <p>31 New York, New York 10013</p> <p>32 212.355.9500</p> <p>33 Counsel for the Plaintiffs</p> <p>34</p> <p>35 KANNER & WHITELEY, L.L.C.</p> <p>36 BY: CONLEE S. WHITELEY, ESQUIRE</p> <p>37 c.whiteley@kanner-law.com</p> <p>38 BY: DAVID J. STANOCH, ESQUIRE</p> <p>39 d.stanoch@kanner-law.com</p> <p>40 BY: LAYNE C. HILTON, ESQUIRE</p> <p>41 lhilton@kanner-law.com</p> <p>42 701 Camp Street</p> <p>43 New Orleans, Louisiana 70130</p> <p>44 504.524.5777</p> <p>45 Counsel for the Plaintiffs</p>	<p>1 APPEARANCES:</p> <p>2</p> <p>3 GREENBERG TRAURIG, LLP</p> <p>4 BY: TIFFANY M. ANDRAS, ESQUIRE</p> <p>5 andrast@gtlaw.com</p> <p>6 BY: GREG E. OSTFELD, ESQUIRE</p> <p>7 osfeldg@gtlaw.com</p> <p>8 77 West Wacker Drive - Suite 3100</p> <p>9 Chicago, Illinois 60601</p> <p>10 312.456.1065</p> <p>11 Counsel for Defendant Teva Pharmaceuticals</p> <p>12 Industries Ltd.</p> <p>13</p> <p>14 NORTON ROSE FULBRIGHT US LLP</p> <p>15 BY: ELLIE NORRIS, ESQUIRE</p> <p>16 ellie.norris@nortonrosefulbright.com</p> <p>17 BY: D'LESLI M. DAVIS, ESQUIRE</p> <p>18 dlesli.davis@nortonrosefulbright.com</p> <p>19 2200 Ross Avenue - Suite 3600</p> <p>20 Dallas, Texas 75201-7932</p> <p>21 214.855.8221</p> <p>22 Counsel for McKesson Corporation</p> <p>23</p> <p>24 HUSCH BLACKWELL</p> <p>25 BY: MATTHEW D. KNEPPER, ESQUIRE</p> <p>26 matt.knepper@huschblackwell.com</p> <p>27 190 Carondelet Plaza - Suite 600</p> <p>28 St. Louis, Missouri 63105</p> <p>29 314.480.1500</p> <p>30 Counsel for the Defendant Express Scripts</p> <p>31</p> <p>32 BUCHANAN INGERSOLL & ROONEY PC</p> <p>33 BY: JONATHAN D. JANOW, ESQUIRE</p> <p>34 jonathan.janow@bipc.com</p> <p>35 1700 K Street - Suite 300</p> <p>36 Washington, DC 20006</p> <p>37 202.452.7900</p> <p>38 Counsel for the Defendant Albertsons LLC</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p> <p>43</p> <p>44</p> <p>45</p>
Page 3	Page 5
<p>1 APPEARANCES:</p> <p>2</p> <p>3 DUANE MORRIS LLP</p> <p>4 BY: SETH A. GOLDBERG, ESQUIRE</p> <p>5 sagoldberg@duanemorris.com</p> <p>6 BY: COLEEN W. HILL, ESQUIRE</p> <p>7 cwhill@duanemorris.com</p> <p>8 BY: ALEK W. SMOLIJ, ESQUIRE</p> <p>9 awsmolij@duanemorris.com</p> <p>10 BY: DANA B. KLINGES, ESQUIRE</p> <p>11 30 South 17th Street</p> <p>12 Philadelphia, Pennsylvania 19103</p> <p>13 215.979.1000</p> <p>14 Counsel for the Defendants Princeton Pharmaceutical</p> <p>15 Inc., Zhejian Huahai Pharmaceutical Co., Ltd, Solco</p> <p>16 Healthcare U.S., LLC and Huahai U.S., Inc.</p> <p>17</p> <p>18 DUANE MORRIS LLP</p> <p>19 BY: REBECCA E. BAZAN, ESQUIRE</p> <p>20 rebazan@duanemorris.com</p> <p>21 BY: DREW T. DORNER, ESQUIRE</p> <p>22 dtdorner@duanemorris.com</p> <p>23 505 9th Street NW - Suite 1000</p> <p>24 Washington, DC 20004</p> <p>25 202.776.7800</p> <p>26 Counsel for the Defendants Princeton Pharmaceutical</p> <p>27 Inc., Zhejian Huahai Pharmaceutical Co., Ltd, Solco</p> <p>28 Healthcare U.S., LLC and Huahai U.S., Inc.</p> <p>29</p> <p>30 MORGAN, LEWIS & BOCKIUS LLP</p> <p>31 BY: JOHN K. GISLESON, ESQUIRE</p> <p>32 john.gisleson@morganlewis.com</p> <p>33 BY: STEVEN N. HUNCHUCK, ESQUIRE</p> <p>34 steven.hunchuck@morganlewis.com</p> <p>35 One Oxford Centre - 32nd Floor</p> <p>36 Pittsburgh, Pennsylvania 15219</p> <p>37 412.560.3300</p> <p>38 Counsel for Defendant Aurobindo Pharma Ltd.</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p> <p>43</p> <p>44</p> <p>45</p>	<p>1 APPEARANCES:</p> <p>2</p> <p>3 BUCHANAN INGERSOLL & ROONEY PC</p> <p>4 BY: CHRISTOPHER B. HENRY, ESQUIRE</p> <p>5 christopher.henry@bipc.com</p> <p>6 227 West Trade Street - Suite 600</p> <p>7 Charlotte, North Carolina 28202</p> <p>8 704.444.3475</p> <p>9 Counsel for the Defendant Albertsons LLC</p> <p>10</p> <p>11 BARNES & THORNBURG LLP</p> <p>12 BY: KARA M. KAPKE, ESQUIRE</p> <p>13 kara.kapke@btlaw.com</p> <p>14 11 South Meridian Street</p> <p>15 Indianapolis, Indiana 46204</p> <p>16 317.236.1313</p> <p>17 Counsel for CVS and Rite Aid</p> <p>18</p> <p>19 CROWELL & MORING LLP</p> <p>20 BY: LUKE J. BRESNAHAN, ESQUIRE</p> <p>21 lbresnahan@crowell.com</p> <p>22 BY: DANIEL T. CAMPBELL, ESQUIRE</p> <p>23 dcampbell@crowell.com</p> <p>24 1001 Pennsylvania Avenue NW</p> <p>25 Washington, DC 20004</p> <p>26 202.624.2500</p> <p>27 Counsel for the Defendant Cardinal Health Inc.</p> <p>28</p> <p>29 HILL WALLACK LLP</p> <p>30 BY: WILLIAM E. MURTHA, ESQUIRE</p> <p>31 wmurtha@hillwallack.com</p> <p>32 BY: ERIC I. ABRAHAM, ESQUIRE</p> <p>33 eabraham@hillwallack.com</p> <p>34 BY: CARLO J. DEHART, ESQUIRE</p> <p>35 cdehart@hillwallack.com</p> <p>36 21 Roszel Road</p> <p>37 Princeton, New Jersey 08540</p> <p>38 609.924.0808</p> <p>39 Counsel for the Defendants Hetero Drugs Limited and</p> <p>40 Hetero Labs Limited</p> <p>41</p> <p>42</p> <p>43</p> <p>44</p> <p>45</p>

RESTRICTED CONFIDENTIAL

<div>Page 6</div> <div>1 A P P E A R A N C E S:</div> <div>2</div> <div>3 PIETRAGALLO GORDON ALFANO BOSICK & RASPANTI, LLP</div> <div>4 BY: FRANK H. STROY, ESQUIRE</div> <div>5 fhs@pietragallo.com</div> <div>6 38th Floor - One Oxford Centre</div> <div>7 Pittsburgh, Pennsylvania 15219</div> <div>8 412.263.4397</div> <div>9 Counsel for the Defendants Mylan Laboratories</div> <div>10 Limited and Mylan Pharmaceuticals Inc.</div> <div>11</div> <div>12 WALSH PIZZI O'REILLY FALANGA LLP</div> <div>13 BY: CHRISTINE I. GANNON, ESQUIRE</div> <div>14 cgannon@walshlaw.com</div> <div>15 Three Gateway Center</div> <div>16 100 Mulberry Street - 15th Floor</div> <div>17 Newark, New Jersey 07102</div> <div>18 973.757.1100</div> <div>19 Counsel for the Defendant Teva Pharmaceuticals</div> <div>20</div> <div>21 HINSHAW & CULBERTSON LLP</div> <div>22 BY: GEOFFREY M. COAN, ESQUIRE</div> <div>23 gcoan@hinshawlaw.com</div> <div>24 53 State Street - 27th Floor</div> <div>25 Boston, Massachusetts 02109</div> <div>617.213.7045</div> <div>Counsel for the Defendant Sciegen Pharmaceuticals</div> <div>16</div> <div>17 DORSEY & WHITNEY LLP</div> <div>18 BY: SHEVON D. ROCKETT, ESQUIRE</div> <div>19 rockett.shevon@dorsey.com</div> <div>20 51 West 52nd Street</div> <div>21 New York, New York 10019-6119</div> <div>22 212.415.9357</div> <div>23 Counsel for the Defendant OptumRx</div> <div>24</div> <div>25 FALKENBERG IVES LLP</div> <div>26 BY: KIRSTIN B. IVES, ESQUIRE</div> <div>27 kbi@falkenbergives.com</div> <div>28 BY: MEGAN A. ZMICK, ESQUIRE</div> <div>29 maz@falkenbergives.com</div> <div>30 230 West Monroe - Suite 2220</div> <div>31 Chicago, Illinois 60606</div> <div>32 312.566.4803</div> <div>33 Counsel for the Defendant Humana Pharmacy, Inc.</div>	<div>Page 8</div> <div>1 E X H I B I T S</div> <div>2</div> <div>3 EXHIBIT NUMBER DESCRIPTION PAGE</div> <div>4 Conti 1 Retention Agreement 43</div> <div>5</div> <div>6 Conti 2 Defendant's Notice to 52</div> <div>7 Videotaped Deposition of</div> <div>8 Dr. Conti</div> <div>9</div> <div>10 Conti 3 Plaintiffs' Objections and 56</div> <div>11 Responses to Defendants'</div> <div>12 Notice of Videotaped</div> <div>13 Deposition of Rena Conti,</div> <div>14 Ph.D.</div> <div>15</div> <div>16 Conti 4 Greylock McKinnon Invoices 58</div> <div>17</div> <div>18 Conti 5 Declaration 74</div> <div>19</div> <div>20 Conti 6 FDA Updates and Press 167</div> <div>21 Announcements on</div> <div>22 Angiotensin II Receptor</div> <div>23 Blocker (ARB) Recalls</div> <div>24 (Valsartan, Losartan, and</div> <div>25 Irbesartan)</div>
<div>Page 7</div> <div>1 A P P E A R A N C E S:</div> <div>2</div> <div>3 ULMER & BERNE LLP</div> <div>4 BY: JEFFREY D. GEOPPINGER, ESQUIRE</div> <div>5 jgeoppinger@ulmer.com</div> <div>6 312 Walnut Street - Suite 1400</div> <div>7 Cincinnati, Ohio 45202-4029</div> <div>8 513.698.5000</div> <div>9 Counsel for the Defendant AmerisourceBergen</div> <div>10</div> <div>11</div> <div>12</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>	<div>Page 9</div> <div>1 REQUEST PAGE</div> <div>2</div> <div>3 INSTRUCTIONS NOT TO ANSWER:</div> <div>4 Page Line</div> <div>5 None</div> <div>6 REQUEST FOR PRODUCTION OF DOCUMENTS:</div> <div>7 Page Line Description</div> <div>8 None</div> <div>9 STIPULATIONS:</div> <div>10 Page Line</div> <div>11 None</div> <div>12 QUESTIONS MARKED:</div> <div>13 Page Line</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>

RESTRICTED CONFIDENTIAL

Page 10	Page 12
1 TABLE OF CONTENTS	1 to this arrangement and waive any objections to
2 RENA M. CONTI, Ph.D.	2 this manner of reporting. If there are any
3 Examination	3 objections, please state them at this time.
4 By Mr. Goldberg.....Page 12	4 * * *
5 Index of Exhibits.....Page 8	5 THE COURT REPORTER: Hearing no
6 Reporter Certificate.....Page 242	6 objections, I will swear in the witness.
7 Read and Sign.....Page 243	7 * * *
8	8 RENA CONTI, after having been first
9	9 duly sworn, was examined and testified as
10	10 follows:
11	11 * * *
12	12 THE COURT REPORTER: Okay, Counsel,
13	13 please proceed.
14	14 MR. GOLDBERG: Thank you.
15	15 EXAMINATION BY MR. GOLDBERG:
16	16 Q Good morning, Dr. Conti. My name is
17	17 Seth Goldberg. I'm with the law firm Duane Morris,
18	18 and we represent the ZHP parties in this action.
19	19 I'm going to be asking you questions during the
20	20 deposition today on behalf of all of the defendants
21	21 in the case, as well.
22	22 Can you state your name for the
23	23 record, and your current address?
24	24 A Sure, Rena Conti, 2 Overlea Way,
25	25 Glenside, PA 19038.
Page 11	Page 13
1 THE VIDEOGRAPHER: We are going on the	1 Q Okay. You've been deposed before,
2 record at 10:17 on February 10th, 2022. This	2 Dr. Conti?
3 is Media Unit Number 1 of the video recorded	3 A I have.
4 deposition of Rena Conti regarding the	4 Q You understand, throughout the day,
5 valsartan litigation.	5 I'm going to ask you questions. You're going to
6 My name's Justin Bilely from the firm	6 provide answers. And if -- during the day, if we
7 Veritext, and I'm the videographer. The court	7 can try not to talk over one another, that would be
8 reporter is Jamie Moskowitz from the firm	8 helpful.
9 Veritext.	9 Your counsel or plaintiff's counsel
10 All counsel will be noted on the	10 may assert objections from time to time. Unless
11 stenographic record. Will the court reporter	11 they instruct you not to answer, you're to answer
12 please swear in the witness, and then we can	12 the question, okay, notwithstanding the objection.
13 begin.	13 If you don't understand --
14 * * *	14 A I understand.
15 P R O C E E D I N G S	15 Q If you don't understand a question
16 THE COURT REPORTER: The attorneys	16 I've asked, please ask me to clarify it or rephrase
17 participating in this deposition acknowledge	17 it. If you answer it, we'll assume that you
18 that I am not physically present in the	18 understood it. Okay?
19 deposition room and that I will be reporting	19 A I understand. Thank you.
20 this deposition remotely.	20 Q If you need to take a break at any
21 They further acknowledge that, in lieu	21 time, no problem. Just ask.
22 of an oath administered in person, the witness	22 A Okay.
23 will verbally declare his testimony in this	23 Q Have you taken any medications this
24 matter is under penalty of perjury.	24 morning that may impair your testimony today?
25 The parties and their counsel consent	25 A I took a couple of Tylenol, but I

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 14</p> <p>1 don't think that's going to --</p> <p>2 Q Hopefully -- okay.</p> <p>3 Why don't we talk a little bit about</p> <p>4 your professional background?</p> <p>5 Can you explain what your current</p> <p>6 position is at Boston University?</p> <p>7 A Sure.</p> <p>8 I am associate professor in the</p> <p>9 Department of Markets, Public Policy and Law at the</p> <p>10 business school at Boston University. It's called</p> <p>11 Questrom School of Business. In addition, I am</p> <p>12 co-director of the institute -- of an institute</p> <p>13 called Technology & Policy research Institute, which</p> <p>14 is an institute across the business school and the</p> <p>15 law school that focuses on issues related to</p> <p>16 technological innovation, its -- and its regulation.</p> <p>17 Q Are you -- are you currently teaching</p> <p>18 any courses?</p> <p>19 A Sadly, yes, I am. I am --</p> <p>20 Q What courses?</p> <p>21 A I am teaching Strategy in the</p> <p>22 Biopharmaceutical Industry --</p> <p>23 COURT REPORTER: I'm sorry. You're</p> <p>24 teaching...</p> <p>25 THE WITNESS: I teach Strategy in the</p>	<p style="text-align: right;">Page 16</p> <p>1 on drug pricing and regulation, and it's that report</p> <p>2 that the committee developed that is actually the --</p> <p>3 one of the textbooks that we use in my class.</p> <p>4 Q You said something about industry</p> <p>5 standard. I was trying to ask, industry standard</p> <p>6 for what? What -- you said something was the</p> <p>7 industry standard.</p> <p>8 A Oh, the materials that -- that I've</p> <p>9 developed for my course and developed in -- in other</p> <p>10 contexts during my research, are very widely used to</p> <p>11 teach about the industry, about the pharmaceutical</p> <p>12 industry.</p> <p>13 Q In terms of your expert consulting,</p> <p>14 you have an associate position at Greylock McKinnon?</p> <p>15 COURT REPORTER: Where?</p> <p>16 MR. GOLDBERG: Greylock McKinnon; is</p> <p>17 that correct?</p> <p>18 THE WITNESS: I'm sorry, is that a</p> <p>19 question?</p> <p>20 BY MR. GOLDBERG:</p> <p>21 Q Yes.</p> <p>22 A Okay. Right. So I have worked with</p> <p>23 Greylock McKinnon and Associates on -- on health</p> <p>24 litigation matters, again, largely in the</p> <p>25 pharmaceutical industry -- products, I guess, in the</p>
<p style="text-align: right;">Page 15</p> <p>1 Biopharmaceutical Industry. That is the class</p> <p>2 that I have taught for the better part of</p> <p>3 20 years.</p> <p>4 BY MR. GOLDBERG:</p> <p>5 Q What is that course about? Just give</p> <p>6 me a -- give me a thumbnail sketch of that course.</p> <p>7 A Sure.</p> <p>8 It's about the financing, organization</p> <p>9 and regulation of the pharmaceutical industry, and</p> <p>10 how firms in this industry, most notably the -- the</p> <p>11 pharmaceutical manufacturers themselves, innovate</p> <p>12 price, get reimbursed and generate revenue.</p> <p>13 Q Did you write a textbook for that</p> <p>14 course?</p> <p>15 A I'm in the process of writing a</p> <p>16 textbook now. Like I said, I have taught this class</p> <p>17 for the better part of 20 years, at</p> <p>18 Harvard University, at the University of Chicago and</p> <p>19 now at Boston University. And I developed many</p> <p>20 materials, including case studies, that are now the</p> <p>21 industry standard.</p> <p>22 I have a number of textbooks --</p> <p>23 Q Hang on --</p> <p>24 A Wait. Wait. So I was the economist</p> <p>25 on the National Academy of Science's recent report</p>	<p style="text-align: right;">Page 17</p> <p>1 pharmaceutical industry, again, for the better part</p> <p>2 of 20 years.</p> <p>3 Q And what do you do at</p> <p>4 Greylock McKinnon?</p> <p>5 A I provide expert services for -- in</p> <p>6 support of litigation.</p> <p>7 Q Do you do any consulting with</p> <p>8 Greylock McKinnon that is not litigation related?</p> <p>9 A No.</p> <p>10 Q Are there particular kinds of</p> <p>11 litigation that you work on for Greylock McKinnon?</p> <p>12 A Again, all of it's in -- on the</p> <p>13 pharmaceutical industry, related to pricing,</p> <p>14 reimbursement, coverage, competition and regulation.</p> <p>15 And I have been involved in a variety of antitrust</p> <p>16 matters, and a variety of -- of other types of legal</p> <p>17 matters.</p> <p>18 Q On a -- on a, you know, given day or</p> <p>19 given week, how many matters are you handling in</p> <p>20 your capacity as an -- this academic affiliate at</p> <p>21 Greylock?</p> <p>22 A It really depends on the time period</p> <p>23 and the year. Right now, I think I have maybe three</p> <p>24 cases that I'm working on in various forms.</p> <p>25 Q Well, are you working as an -- as an</p>

5 (Pages 14 - 17)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 18</p> <p>1 expert in all three of those cases?</p> <p>2 A Yes.</p> <p>3 Q Okay. And are those three cases</p> <p>4 products liability cases? Are they antitrust cases?</p> <p>5 What's the subject matter of those cases?</p> <p>6 A One of them is a liability case,</p> <p>7 and -- well, actually -- yeah. One of them is a</p> <p>8 liability case, and two others are antitrust cases.</p> <p>9 Q Generally, can you -- can you describe</p> <p>10 the mix on a percentage basis, between antitrust,</p> <p>11 patent, products liability, that you -- that you</p> <p>12 generally have?</p> <p>13 A So do you mean in relation to the work</p> <p>14 that I do at -- with Greylock McKinnon --</p> <p>15 Q Yes.</p> <p>16 A -- or other -- okay.</p> <p>17 Q Well, are you doing expert work</p> <p>18 outside of Greylock McKinnon?</p> <p>19 A Yes, I am.</p> <p>20 Q Okay. Is that -- I guess we'll --</p> <p>21 we'll get to your CV, and maybe you can show me on</p> <p>22 your CV where that is.</p> <p>23 But why don't we take it first with</p> <p>24 Greylock McKinnon, where your -- what the case mix</p> <p>25 is from antitrust, patents and other subject</p>	<p style="text-align: right;">Page 20</p> <p>1 Are you -- do you have an independent expert</p> <p>2 consulting firm that you're just doing</p> <p>3 independently?</p> <p>4 A I am working on a number of matters</p> <p>5 that Greylock McKinnon has conflicts with, and</p> <p>6 I'm -- they are largely either business disputes</p> <p>7 between pharmaceutical firms --</p> <p>8 COURT REPORTER: Between what?</p> <p>9 THE WITNESS: Between pharmaceutical</p> <p>10 firms.</p> <p>11 COURT REPORTER: Uh-huh.</p> <p>12 THE WITNESS: Or matters related to</p> <p>13 government work that -- where I am serving as</p> <p>14 an expert and there are government agencies</p> <p>15 involved.</p> <p>16 BY MR. GOLDBERG:</p> <p>17 Q Can you describe what that -- can you</p> <p>18 give us a little bit more detail about what those</p> <p>19 kinds of matters are?</p> <p>20 MR. HONIK: Dr. Conti -- Dr. Conti,</p> <p>21 let me instruct you that while Mr. Goldberg's</p> <p>22 questions are fine, not to reveal any matters,</p> <p>23 particularly in the litigation sphere, in which</p> <p>24 there may not have been a normal date to</p> <p>25 disclose your involvement. And so be very</p>
<p style="text-align: right;">Page 19</p> <p>1 matters?</p> <p>2 A I don't quite understand what you mean</p> <p>3 by "patent."</p> <p>4 Q Patent, patent, patent or intellectual</p> <p>5 property. Are you doing any expert work in</p> <p>6 intellectual property matters?</p> <p>7 A Not -- so patents are obviously an</p> <p>8 important part of the industry. But -- and they are</p> <p>9 related to the work that I'm doing, but I'm not</p> <p>10 doing any patent litigation work, if that is what</p> <p>11 you're asking.</p> <p>12 Q Yeah. So I'm asking, what is the --</p> <p>13 you know, the -- the makeup of the different subject</p> <p>14 matters that you're working on as an expert, as a</p> <p>15 general matter. You said antitrust. You said</p> <p>16 products liability. Are there other types of</p> <p>17 matters that you work on?</p> <p>18 A Okay. So at Greylock McKinnon, I'm</p> <p>19 largely working half and half on product liability</p> <p>20 and antitrust. I would say I have increasingly</p> <p>21 worked on product liability over the past couple of</p> <p>22 years, and -- but generally, there's a mix of that</p> <p>23 now.</p> <p>24 Q And explain what your expert work is</p> <p>25 when you're doing it not through Greylock McKinnon.</p>	<p style="text-align: right;">Page 21</p> <p>1 circumspect about that. Thank you.</p> <p>2 THE WITNESS: Thank you.</p> <p>3 On the government investigations</p> <p>4 and -- I am serving as an expert and have</p> <p>5 served as an expert in the past. And I can't</p> <p>6 provide any details.</p> <p>7 BY MR. GOLDBERG:</p> <p>8 Q Are there matters that you worked in</p> <p>9 terms of government investigations in the past that</p> <p>10 you can provide details about what the -- what the</p> <p>11 subject matter is of the investigation? Are you</p> <p>12 investigating cGMP practices? Are you investigating</p> <p>13 fraud? Are you investigating, you know, something</p> <p>14 related to the business? I'm just trying to get a</p> <p>15 sense of what you do as an expert in government</p> <p>16 investigation.</p> <p>17 A Sure. So every single day, all day</p> <p>18 long, all I do is think about the financing, the</p> <p>19 organization and the regulation of the</p> <p>20 pharmaceutical industry. So you can kind of fairly</p> <p>21 surmise from that that the work that I'm doing,</p> <p>22 either in business disputes between industry members</p> <p>23 is related to financing, organization and regulation</p> <p>24 of these products, and in the government work that I</p> <p>25 do, again, it's all related to financing,</p>

6 (Pages 18 - 21)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 22</p> <p>1 organization and regulation.</p> <p>2 I have been a special consultant to</p> <p>3 the Office of Generic Drugs for years, and have been</p> <p>4 involved in the regulation of pharmaceuticals by the</p> <p>5 Food and Drug Administration for a long time.</p> <p>6 And so a lot of the -- a lot of the</p> <p>7 work that I work on for government agencies is</p> <p>8 related to the regulation of these products.</p> <p>9 Q Is there a particular aspect of the</p> <p>10 regulation of these products that you focus on? And</p> <p>11 when you're -- let me qualify that. Regulation of</p> <p>12 pharmaceutical products that you focus on?</p> <p>13 A So I would say I have two broad</p> <p>14 expertise. The first is on pricing of these</p> <p>15 products; how it is priced by the pharmaceutical</p> <p>16 industry themselves, what are the factors that lead</p> <p>17 to prices being high, changing over time, increasing</p> <p>18 or decreasing with competition, both in the branded</p> <p>19 and specialty -- or branded and generic market.</p> <p>20 And then the second broad category of</p> <p>21 expertise is on competition, and specifically what</p> <p>22 are the factors that drive pharmaceutical companies</p> <p>23 to enter specific types of markets, particularly</p> <p>24 generic markets; what are the conditions upon which</p> <p>25 they can enter those markets; how does competition</p>	<p style="text-align: right;">Page 24</p> <p>1 and others.</p> <p>2 Q Okay. Got it.</p> <p>3 Back to the expert stuff, in terms of</p> <p>4 working as an expert on behalf of plaintiffs, on</p> <p>5 behalf of defendants, do you -- do you do more of</p> <p>6 one or the other?</p> <p>7 A So I have worked on the defendant</p> <p>8 side, largely in business disputes between different</p> <p>9 firms. In those cases, matters largely related to</p> <p>10 production of products and the regulation of those</p> <p>11 products have been domain.</p> <p>12 And then I would say -- I mean,</p> <p>13 obviously, in the government work I've done, it's</p> <p>14 largely been on the side of the government and</p> <p>15 taxpayers, consumers, that are insured by the</p> <p>16 government.</p> <p>17 And then -- and then I have done</p> <p>18 plaintiff's work on -- largely on antitrust matters.</p> <p>19 Q And in products work, are you on</p> <p>20 plaintiff's side more than defendant's side?</p> <p>21 A I'm sorry. I didn't hear the first</p> <p>22 part.</p> <p>23 Q In products -- in products liability</p> <p>24 matters, or consumer class action matters, are you</p> <p>25 on plaintiff's side more than defendant's side?</p>
<p style="text-align: right;">Page 23</p> <p>1 evolve over time; and to what extent do regulatory</p> <p>2 agencies support entry and sustained competition</p> <p>3 over time.</p> <p>4 Q I just want to come back -- I'd just</p> <p>5 like to clarify one thing.</p> <p>6 Going back to when you were talking</p> <p>7 about your coursework, and you -- the -- the</p> <p>8 materials that you said, you know, are used and have</p> <p>9 become an industry standard, when you -- when you're</p> <p>10 talking about the industry standard, you're saying</p> <p>11 the industry standard for teaching this stuff at</p> <p>12 universities. Is that -- is that what you mean?</p> <p>13 A Well, right. So many of my articles</p> <p>14 that I've published on the pricing of these products</p> <p>15 and the regulation of these products are used by</p> <p>16 myself to teach, but are also used by many other</p> <p>17 experts in the field to teach about this industry.</p> <p>18 And that's actually one of the conditions of tenure,</p> <p>19 is that there is an industry standard that -- that</p> <p>20 is met.</p> <p>21 And then I have developed coursework</p> <p>22 for materials that are used for teaching, case</p> <p>23 studies, that type of stuff, that are used by</p> <p>24 myself, and they are used by Harvard University</p> <p>25 professors. And they are used by Wharton professors</p>	<p style="text-align: right;">Page 25</p> <p>1 A I've largely worked on the plaintiff's</p> <p>2 side on those matters.</p> <p>3 Q Have you represented any defendants</p> <p>4 in -- as an -- as an expert, in a products liability</p> <p>5 action or consumer class action?</p> <p>6 A What do you mean by "consumer class</p> <p>7 action?" I'm sorry.</p> <p>8 Q Like -- like the claims that we're</p> <p>9 here for today, the economic loss claim. Consumers</p> <p>10 are claiming they should get a refund for a product.</p> <p>11 A Right. So I'm only -- I think I have</p> <p>12 three cases right now, one settled, on products</p> <p>13 liability. Each one of those cases, I was working</p> <p>14 on the plaintiff's side.</p> <p>15 Q So in your -- your expert consulting</p> <p>16 experience, you've done three products liability</p> <p>17 cases; is that correct?</p> <p>18 A Right, that I can talk about. Right.</p> <p>19 Q And of those three, all three were on</p> <p>20 behalf of plaintiffs?</p> <p>21 A Correct.</p> <p>22 Q How many other products liability</p> <p>23 matters have you worked on that you can't talk</p> <p>24 about?</p> <p>25 A At least one that comes to mind.</p>

7 (Pages 22 - 25)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 26</p> <p>1 Q And in that one, can you tell us 2 whether it's on behalf of plaintiffs or defendants? 3 A It was for the government. 4 Q Okay. In 2021, since we just finished 5 the year, how much of your income was generated from 6 your work as an expert witness versus your income as 7 a professor? 8 A Somewhere maybe around a quarter. 9 Q Can you quantify that in dollars, what 10 that expert work looks like on an annual basis? 11 A Do you mean in 2021? 12 Q Yes, sure. 13 A Okay. So pandemic year, I think I 14 made approximately \$100,000, maybe \$80,000, 15 somewhere around there, in 2021. Much of that was 16 for cases that I worked on in previous years, not 17 in -- in 2021. 18 Q Has the pandemic caused you to have 19 fewer cases or work? 20 A Sadly, it's the reverse. All I do is 21 sit in my house and work. I know you all probably 22 feel the same way. 23 Q We all share that -- we all share that 24 experience that we're working way more due to the 25 pandemic, especially in litigation.</p>	<p style="text-align: right;">Page 28</p> <p>1 Greylock and your first meetings with plaintiffs' 2 counsel? 3 A I think it was the month, or maybe the 4 month previous, to when the pandemic started. 5 Q February of '20? 6 A February or March. I remember it was 7 a very gray, cold day in Boston. 8 Q Do you recall who the lawyers were for 9 the plaintiffs that you met with for the first time 10 when you met -- had that first meeting in this 11 matter? 12 A I think Ruben Honik and 13 Conlee Whiteley and Layne Hilton were on that first 14 call. 15 Q Have you -- 16 A Maybe misremembering -- 17 THE COURT REPORTER: I'm sorry, 18 Ms. who? 19 THE WITNESS: Misremembering. 20 THE COURT REPORTER: Misremembering? 21 THE WITNESS: Misremembering. Sorry. 22 My English. 23 MR. HONIK: It's a thing, not a 24 person. 25 THE WITNESS: Exactly.</p>
<p style="text-align: right;">Page 27</p> <p>1 A I'm hoping to not be like that in 2 2022. 3 Q Yeah. In terms of the -- the business 4 disputes where you've been an expert, have you 5 represented pharmaceutical companies in those 6 business disputes? 7 A Yes. Again, every single day, all I 8 do is think about this industry. So in those 9 matters, they've been pharmaceutical companies. 10 Q Are there -- are they generic 11 companies or branded companies? 12 A Both. 13 Q Were any of the companies that you've 14 represented in these matters, defendants in this 15 case? 16 A No. 17 Q Have you -- let's talk about your 18 retention in this matter. How did you -- how did 19 you come about being retained in this matter? 20 A I was contacted by one of the 21 principals at Greylock McKinnon and Associates, and 22 asked if I would be interested in discussing with 23 the attorneys the general outlines of the -- of the 24 matter. 25 Q When was that first contact at</p>	<p style="text-align: right;">Page 29</p> <p>1 BY MR. GOLDBERG: 2 Q Well, whoever those plaintiffs' 3 counsel were, had you known any of them before that 4 first meeting? 5 A No. 6 Q Had you worked with any of the 7 plaintiffs' counsel that are on -- on the 8 plaintiffs' executive committee in this case prior 9 to starting work on this matter? 10 A Not -- not that I can recall. 11 Q Do you know if Greylock McKinnon had a 12 prior relationship with any of the lawyers that 13 represent the plaintiffs in this matter? 14 A I don't know. 15 Q Do you have any matters currently 16 pending with any of the lawyers that represent 17 plaintiffs in this matter, any other matters that 18 you're working on? 19 A I am sorry. What do you mean by 20 "currently pending"? 21 Q Are you an expert in any cases that 22 are currently pending where the lawyers who are 23 plaintiffs in this case are representing parties in 24 that case? 25 A I'm sorry. I don't -- I don't know</p>

8 (Pages 26 - 29)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 30</p> <p>1 what you mean by "currently pending".</p> <p>2 Q Okay. Are -- are you doing expert</p> <p>3 work in any other case where the lawyers who</p> <p>4 represent the plaintiffs in this case are involved?</p> <p>5 A Yes.</p> <p>6 Q What case is that?</p> <p>7 MR. HONIK: Let me caution you,</p> <p>8 Dr. Conti, that to the extent that there's no</p> <p>9 disclosure requirement in those matters, you</p> <p>10 should not reveal that today.</p> <p>11 THE WITNESS: Thank you. I cannot</p> <p>12 provide any details.</p> <p>13 BY MR. GOLDBERG:</p> <p>14 Q Which lawyers in plaintiffs' committee</p> <p>15 are involved in that case?</p> <p>16 MR. HONIK: Let me instruct you not to</p> <p>17 answer that for the same reason posited</p> <p>18 previously. It's effectively the same question</p> <p>19 and would reveal something -- excuse me -- and</p> <p>20 would reveal or disclose something that doesn't</p> <p>21 require to be disclosed at present. Thank you.</p> <p>22 THE WITNESS: I'm sorry. I cannot</p> <p>23 provide an answer.</p> <p>24 MR. GOLDBERG: Counsel, you can mark</p> <p>25 this portion of the transcript "highly</p>	<p style="text-align: right;">Page 32</p> <p>1 answer and reveal the type of matter, litigated</p> <p>2 matter.</p> <p>3 BY MR. GOLDBERG:</p> <p>4 Q In that matter, have you been asked to</p> <p>5 render an opinion that's similar to the opinion</p> <p>6 you've been -- provided in this case?</p> <p>7 MR. HONIK: Object to the form.</p> <p>8 THE WITNESS: Are you asking whether</p> <p>9 that matter is on the pharmaceutical industry</p> <p>10 and its regulation and financing?</p> <p>11 BY MR. GOLDBERG:</p> <p>12 Q Sure. Let's start with that.</p> <p>13 A Yes. Everything --</p> <p>14 MR. HONIK: Excuse me.</p> <p>15 THE WITNESS: Go ahead.</p> <p>16 MR. HONIK: Without waiving the</p> <p>17 objection, I'll permit you to answer that and</p> <p>18 only that question.</p> <p>19 THE WITNESS: Thank you.</p> <p>20 Everything I work on in my teaching,</p> <p>21 in my research and in the expert work that I</p> <p>22 provide to the government and to other</p> <p>23 entities, is related to the financing,</p> <p>24 organization and regulation of the</p> <p>25 pharmaceutical industry.</p>
<p style="text-align: right;">Page 31</p> <p>1 confidential" so that it doesn't have to be</p> <p>2 disclosed outside of this matter, but I think</p> <p>3 we're entitled to know if Dr. Conti is working</p> <p>4 for the lawyers who represent the plaintiffs in</p> <p>5 this case in another matter.</p> <p>6 MR. HONIK: She's already answered</p> <p>7 affirmatively to that question. But your</p> <p>8 pending question, to which I objected and</p> <p>9 instructed her not to answer, is -- is nearly a</p> <p>10 backdoor way of disclosing formally her</p> <p>11 involvement as an expert in cases in which</p> <p>12 there's not presently a disclosure requirement.</p> <p>13 Accordingly, I've instructed her, and</p> <p>14 she's followed it, not to identify the lawyers</p> <p>15 because that identification effectively reveals</p> <p>16 the matter in which she's working. That's the</p> <p>17 basis. So please ask another question.</p> <p>18 BY MR. GOLDBERG:</p> <p>19 Q That matter, is that a products</p> <p>20 liability matter?</p> <p>21 MR. HONIK: I instruct you not to</p> <p>22 answer.</p> <p>23 BY MR. GOLDBERG:</p> <p>24 Q Is it a -- is it an antitrust matter?</p> <p>25 MR. HONIK: I instruct you not to</p>	<p style="text-align: right;">Page 33</p> <p>1 THE COURT REPORTER: Of the</p> <p>2 pharmacy -- of the pharmacy...</p> <p>3 THE WITNESS: Of the pharmaceutical</p> <p>4 industry.</p> <p>5 THE COURT REPORTER: Thank you.</p> <p>6 THE WITNESS: Thank you.</p> <p>7 BY MR. GOLDBERG:</p> <p>8 Q When did you begin to work on that</p> <p>9 matter?</p> <p>10 A I'm sorry, on -- on the industry?</p> <p>11 Q No, on the matter that we've been</p> <p>12 discussing that you're working for plaintiffs'</p> <p>13 counsel in.</p> <p>14 MR. HONIK: I'll instruct you not to</p> <p>15 answer that question for the same reason.</p> <p>16 Seth, respectfully, these are just</p> <p>17 backdoor ways to try to get at your essential</p> <p>18 question, which is, tell me the other cases</p> <p>19 that you're involved in. And I won't allow</p> <p>20 Dr. Conti to reveal that.</p> <p>21 MR. GOLDBERG: Well, I -- I disagree.</p> <p>22 I don't need to know the name of the case. I</p> <p>23 don't need to know the names of the other</p> <p>24 parties, but I do think we're entitled to know</p> <p>25 what Dr. Conti is doing for plaintiffs' counsel</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 34</p> <p>1 in this case in other matters.</p> <p>2 MR. HONIK: Yeah, I don't agree. And</p> <p>3 moreover, I don't understand the last part of</p> <p>4 your observation. I have permitted you to ask</p> <p>5 her many questions about all of the matters</p> <p>6 that she's involved with, for whom she's doing</p> <p>7 these in terms of segments of industry and</p> <p>8 otherwise.</p> <p>9 But you know and I know that if you're</p> <p>10 involved as an expert consultant in a case in</p> <p>11 which the date for disclosure of experts has</p> <p>12 not yet arrived, that that is information that</p> <p>13 can't be revealed. So please move on.</p> <p>14 BY MR. GOLDBERG:</p> <p>15 Q How much money have you made from</p> <p>16 plaintiffs' counsel in that case?</p> <p>17 MR. HONIK: Without waiving the</p> <p>18 objection, you can answer. I think you did,</p> <p>19 didn't you?</p> <p>20 THE WITNESS: Thank you. None.</p> <p>21 BY MR. GOLDBERG:</p> <p>22 Q Do you have your retention in that</p> <p>23 case through Greylock McKinnon?</p> <p>24 A Yes.</p> <p>25 Q Are you charging in that matter the</p>	<p style="text-align: right;">Page 36</p> <p>1 generic entry in product markets, and have</p> <p>2 thought a lot about -- I have thought about and</p> <p>3 also researched the entry of manufacturers in</p> <p>4 this particular market.</p> <p>5 BY MR. GOLDBERG:</p> <p>6 Q When you say, "in this particular</p> <p>7 market," what were you -- define what you mean by</p> <p>8 "in this particular market."</p> <p>9 A In the valsartan market.</p> <p>10 Q When you were studying or researching</p> <p>11 valsartan in connection with your interest in heart</p> <p>12 disease, what was the nature of the research?</p> <p>13 A Pricing, promotion and --</p> <p>14 THE COURT REPORTER: And -- and what?</p> <p>15 THE WITNESS: And access to these</p> <p>16 products.</p> <p>17 BY MR. GOLDBERG:</p> <p>18 Q What do you mean by "access"?</p> <p>19 A Patient use.</p> <p>20 Q Were you looking at it from an</p> <p>21 efficacy standpoint?</p> <p>22 A Safety and efficacy are both part -</p> <p>23 are both determinants of access. So I guess,</p> <p>24 generally, yes.</p> <p>25 Q But at that -- at that time, you</p>
<p style="text-align: right;">Page 35</p> <p>1 same fee, hourly fee, that you're charging in this</p> <p>2 matter?</p> <p>3 A I don't know.</p> <p>4 Q Have you generated an invoice yet in</p> <p>5 that matter?</p> <p>6 A No.</p> <p>7 Q Okay. Going back to the beginning of</p> <p>8 your retention in this case, prior to being retained</p> <p>9 or at least meeting plaintiffs' counsel in February,</p> <p>10 March 2020, had you done any research into</p> <p>11 valsartan?</p> <p>12 A Yes.</p> <p>13 Q In -- in what capacity did you do</p> <p>14 research into valsartan prior to that February,</p> <p>15 March 2020 time period?</p> <p>16 A In two separate capacities. The first</p> <p>17 is that I have a longstanding interest in some types</p> <p>18 products --</p> <p>19 COURT REPORTER: In some what?</p> <p>20 THE WITNESS: In some types of</p> <p>21 pharmaceutical products, which include drugs</p> <p>22 that are used to treat heart disease, valsartan</p> <p>23 being one of them, but there are many others.</p> <p>24 And then, in the other capacity, I</p> <p>25 have spent a fair amount of time thinking about</p>	<p style="text-align: right;">Page 37</p> <p>1 became generally familiar with the safety and</p> <p>2 efficacy of valsartan at that time?</p> <p>3 A I think I would think -- I think about</p> <p>4 that differently as an economist. So I am</p> <p>5 interested, again, in the pricing and the</p> <p>6 reimbursement and in the utilization of these drugs.</p> <p>7 Safety and efficacy of products are one of the</p> <p>8 determinants -- or two of the determinants of people</p> <p>9 using these products.</p> <p>10 Q Okay. So you -- you were kind of</p> <p>11 thinking about how many people are using it, the</p> <p>12 number of people who are using it, and that's sort</p> <p>13 of indicative of its safety and efficacy in some</p> <p>14 way?</p> <p>15 A No.</p> <p>16 Q Okay. Do you want to explain?</p> <p>17 A Sure.</p> <p>18 So I was thinking about the pricing of</p> <p>19 this product market, which included the -- the</p> <p>20 valsartan products, but not only the valsartan</p> <p>21 products. I've been thinking about the</p> <p>22 reimbursement of those products, so who pays what</p> <p>23 for them. And then I have -- I researched the use</p> <p>24 of those products, so what determines the use of</p> <p>25 those products, what are the general patterns of use</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 38</p> <p>1 in national prescriptions, in dispensing of 2 prescriptions in certain -- by certain -- 3 COURT REPORTER: I'm sorry. In 4 certain? 5 THE WITNESS: Sorry. In certain 6 markets, et cetera. 7 BY MR. GOLDBERG: 8 Q And by "these products," you're -- you 9 said it's more than valsartan. Are you talking 10 hypertension products generally, or -- or is it 11 heart disease products generally? 12 A Correct, drugs that are used to treat 13 heart disease. 14 Q What was the timeframe of doing this 15 kind of research? 16 A So I would say it overlapped with 17 my -- the completion of my dissertation. So I 18 finished my dissertation in 2007. I was researching 19 the use of these products and their pricing before I 20 finished my dissertation, so probably 2003, 2005. 21 And then it continued on from there. 22 Similarly, I was very -- I've been 23 very interested in competition, so when these 24 products are expected to experience generic entry, 25 undergo patent expiration; what types of product --</p>	<p style="text-align: right;">Page 40</p> <p>1 A No. This is just part of, again, the 2 work -- this is all part of understanding a little 3 bit more -- understanding this market. I was a 4 chemistry major when I entered college, so I 5 actually know what they are. So I -- I am familiar 6 with what they are before I was an economist. 7 Q And in between 2010 and 2020, did you 8 do any particular research on the occurrence of NDMA 9 or NDEA in pharmaceutical products? 10 A Okay. I'm sorry. Can you restate the 11 question or just -- just ask the question again? 12 Q Sure. 13 Between 2010, when you said that 14 article -- that article came out, and February 2020, 15 did you do any research in -- in the area of the 16 occurrence of NDMA or NDEA in pharmaceutical 17 products? 18 A Right. So there's a various body of 19 literature that was developing since, I think, at 20 least the early 2000s on -- and actually, probably, 21 before then, on -- on chemical contaminants that are 22 harmful to human health. I did some coursework on 23 that in -- at Harvard when I was finishing my -- 24 when I was doing my Ph.D. And I have been 25 interested in the topic especially since -- since I</p>
<p style="text-align: right;">Page 39</p> <p>1 or what types of firms enter into these markets; how 2 much competition is there; to what extent do these 3 prices go down over time; who uses these types of 4 products. I think I've been thinking about that 5 since at least 2010, 2011. 6 Q How about nitrosamines? Are you 7 familiar with nitrosamines? 8 A Yes. 9 Q Prior to the February, March 2020 10 timeframe, had you done any work in connection with 11 nitrosamines? 12 A Yes. There was -- President Bush had 13 a council on cancer that released a report in 2010 14 about toxins, and specifically chemicals that can 15 cause DNA damage and other types of human health 16 harms that people might be exposed to in the 17 United States. I read that report when it came out. 18 I have been generally interested in -- in 19 determining -- in chemicals that might impact 20 consumer health. 21 As an expert in pharmaceutical 22 economics and policy, this is kind of part of my -- 23 my job, is to understand what these things are. 24 Q Have you done any -- authored any 25 articles relating to nitrosamines?</p>	<p style="text-align: right;">Page 41</p> <p>1 did my dissertation. 2 Q All right. I think you said you 3 finished your dissertation before 2010? 4 A Right. I finished -- my dissertation 5 was awarded in -- or my Ph.D. was awarded in 2007. 6 Q All right. My -- my question was -- 7 I'm trying to be little more specific. 8 A Uh-huh. 9 Q My question was, since 2010, between 10 2010 and February of 2020, have you done any focused 11 research on the occurrence of NDMA and NDEA, in 12 particular, in pharmaceutical drugs? 13 A So I don't know what you mean by 14 "focused research." 15 Q Well, has -- has the particular focus 16 of research that you've done been the occurrence of 17 NDMA or for NDEA in pharmaceutical drugs? 18 A So -- so again, the occurrence of 19 these products and their threat to human health as 20 part of the pharmaceutical industry is something 21 that I have been aware of for a long time. And 22 because of product contamination and adulteration in 23 other product categories, not in valsartan, but in 24 other drugs since at least 2007, 2008, that involve 25 products made by Ranbaxy, products made at the Cidra</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 42</p> <p>1 plant, products made by Mylan, I am aware that there 2 are a variety of chemicals that can contaminate 3 pharmaceuticals and are harmful to human health. 4 And NDMA is one of those products. It's not the 5 only one. 6 Q And I'm asking about NDMA. Have you 7 studied NDMA prior to February of 2020? 8 A NDMA and other products that have come 9 up in my work between 2010 and 2020. Just like -- 10 so, again, I -- if you are an expert in this 11 industry, you know that there have been some very 12 significant quality manufacturing lapses in 13 pharmaceutical products. That includes contaminated 14 Heparin. It includes the products that were made at 15 Ranbaxy and ultimately at Mylan as well, and the 16 products that were made at the Cidra plant -- 17 COURT REPORTER: At the what? 18 THE WITNESS: By Glaxo -- by 19 GlaxoSmithKline. 20 COURT REPORTER: I'm sorry. That were 21 made at the... 22 THE WITNESS: Cidra plant at -- owned 23 by GlaxoSmithKline in Puerto Rico. 24 There have also been other lapses in 25 quality and in manufacturing that have occurred</p>	<p style="text-align: right;">Page 44</p> <p>1 Q Do you have Tab 66, what we have 2 marked as Conti 1, in front of you? 3 A I do. If you can just give me a 4 second to read it, please. 5 Q Okay. This is your retention 6 agreement with plaintiffs' counsel in this case? 7 A This is GMA's retention agreement with 8 the attorneys on my behalf. 9 THE COURT REPORTER: I'm sorry? 10 THE WITNESS: On my behalf. 11 BY MR. GOLDBERG: 12 Q And it says that, in the first 13 paragraph, that plaintiffs' executive committee has 14 retained Greylock McKinnon Associates to provide 15 consulting on economic issues and other related 16 services. 17 What -- what are the related services 18 that -- that you're providing? 19 A I don't know. 20 Q It goes on to say that you're going 21 to -- you've been retained to provide expert 22 testimony as it relates to issues of the calculation 23 of damages. 24 A I see that. 25 Q Are -- are you -- do you understand</p>
<p style="text-align: right;">Page 43</p> <p>1 particularly around 2010, 2011, 2012. And I 2 have been very interested in what exactly those 3 quality lapses were and -- and what are the 4 nature of the -- what are the harms to human 5 health of those types of lapses. 6 So I am aware of nitrosamines, in 7 addition to many other chemicals, being harmful 8 to human health and have been aware of that 9 during this time period. 10 MR. GOLDBERG: Can we pull up Tab 66? 11 BY MR. GOLDBERG: 12 Q Dr. Conti, I want to show you your 13 retention agreement in this case. I don't think you 14 need to take the time to go through the binder, but 15 if you want to, I just want to pull this up and mark 16 this as Conti 1. 17 (Whereupon, Exhibit Conti 1 was marked 18 for Identification.) 19 BY MR. GOLDBERG: 20 Q This is -- can you see that okay? You 21 have it up on the screen? 22 A Yeah. I'm going to go get my binder. 23 Q It's going to be Tab 66 in that 24 binder. 25 A Okay. Great.</p>	<p style="text-align: right;">Page 45</p> <p>1 that that -- that to be the scope of your testimony, 2 the calculation of damages? 3 MR. HONIK: Object to the form and to 4 the extent that it calls for a legal expert 5 opinion. 6 You may answer. 7 THE WITNESS: I have produced a report 8 that is calculating damages in this matter. 9 BY MR. GOLDBERG: 10 Q So the answer is, yes, you understand 11 the scope of your work to be in relation to the 12 calculation of damages? 13 MR. HONIK: Same objection. 14 You may answer. 15 THE WITNESS: Thank you. 16 So up until this period in time, what 17 I have largely worked on in this matter is 18 related to the calculation of damages. 19 MR. GOLDBERG: You can take that down, 20 put that aside. 21 BY MR. GOLDBERG: 22 Q You generated a report in this matter 23 in November of 2021. Can you describe, generally, 24 what the process was for putting together that 25 report?</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 46</p> <p>1 A I reviewed data. We --</p> <p>2 THE COURT REPORTER: I'm sorry,</p> <p>3 Doctor. Can you repeat that?</p> <p>4 THE WITNESS: Sure.</p> <p>5 I discussed with the attorneys the</p> <p>6 availability of data to calculate damages in</p> <p>7 this matter, and also theories of liability</p> <p>8 that would determine how we calculated</p> <p>9 damages -- or how I calculated damages. I</p> <p>10 worked with my staff to -- and with -- and with</p> <p>11 the attorneys, to cull materials that would be</p> <p>12 helpful in the calculation of damages. And I</p> <p>13 also reviewed regulatory documents and other</p> <p>14 facts that are relevant to the calculation of</p> <p>15 damages.</p> <p>16 And there's -- hold on. And there was</p> <p>17 lots of drafting, analysis, redrafting and</p> <p>18 finally, the final report.</p> <p>19 BY MR. GOLDBERG:</p> <p>20 Q How long do you think it took to</p> <p>21 generate the report from when you started to work --</p> <p>22 work on it?</p> <p>23 MR. HONIK: Seth, can we agree that</p> <p>24 when you use the word, "report," you're</p> <p>25 referring to the expert declaration of</p>	<p style="text-align: right;">Page 48</p> <p>1 pretty intently, at least starting over the summer.</p> <p>2 Q Over which summer?</p> <p>3 A Last summer, 2021.</p> <p>4 Q You mentioned the staff. How big was</p> <p>5 your staff for this matter, and who were they?</p> <p>6 A The people that I have worked most</p> <p>7 closely with are Bennett Erickson and Sarah Stone,</p> <p>8 both employees at Greylock McKinnon, both people</p> <p>9 that I work with pretty closely, generally. There</p> <p>10 might be some other staff that I don't know as well</p> <p>11 that have worked on this case.</p> <p>12 Q Do you have a sense of how much time</p> <p>13 Bennett put into this matter?</p> <p>14 A No. Bennett's worked a lot on this</p> <p>15 matter. But I -- I don't know. I don't see his</p> <p>16 billings.</p> <p>17 Q Do you see anybody's billings for this</p> <p>18 matter, or does that all go to Greylock admins?</p> <p>19 A I am very grateful for the work that</p> <p>20 Greylock does, and no, I don't see any of the</p> <p>21 billings. I don't -- I'm not involved in any of the</p> <p>22 administration.</p> <p>23 Q Do you have a sense of how many hours</p> <p>24 you put into the declaration?</p> <p>25 A Frankly, no.</p>
<p style="text-align: right;">Page 47</p> <p>1 Dr. Conti --</p> <p>2 MR. GOLDBERG: Yes.</p> <p>3 MR. HONIK: -- of November 10th of</p> <p>4 last year.</p> <p>5 MR. GOLDBERG: Yes, the expert</p> <p>6 declaration.</p> <p>7 MR. HONIK: Thank you.</p> <p>8 THE WITNESS: I'm sorry. Can you ask</p> <p>9 me the question --</p> <p>10 MR. HONIK: How long did it take you?</p> <p>11 That's what he asked.</p> <p>12 THE WITNESS: To generate the report,</p> <p>13 correct?</p> <p>14 BY MR. GOLDBERG:</p> <p>15 Q Yes.</p> <p>16 A Okay. Many months.</p> <p>17 Q How many months?</p> <p>18 A A lot. A lot of time because we were</p> <p>19 waiting -- we were discussing. We were waiting for</p> <p>20 data. We were -- and then calculating damages and</p> <p>21 then writing the report.</p> <p>22 Q Many, a lot, do you have -- was it</p> <p>23 10 months, more than 10 months?</p> <p>24 A I would say -- I mean, we -- I was</p> <p>25 working on this, and staff was working on this</p>	<p style="text-align: right;">Page 49</p> <p>1 Q Do you expect it to be more than</p> <p>2 25 hours?</p> <p>3 A Yes.</p> <p>4 Q More than 50 hours?</p> <p>5 A Yes.</p> <p>6 Q More than 100 hours?</p> <p>7 A I would say close to 100 hours, sounds</p> <p>8 about right, but I don't --</p> <p>9 THE COURT REPORTER: I'm sorry. One</p> <p>10 more time.</p> <p>11 THE WITNESS: I don't have an exact</p> <p>12 accounting.</p> <p>13 BY MR. GOLDBERG:</p> <p>14 Q Your -- the retention agreement, which</p> <p>15 we marked as Conti 1, says your hourly rate is \$675.</p> <p>16 Does that sound right to you?</p> <p>17 A Hold on. Let me just look again.</p> <p>18 Q Sure.</p> <p>19 A So, yeah, it does. I think my hourly</p> <p>20 rate has gone up a little bit over time, maybe by</p> <p>21 \$100, but I'm not exactly sure.</p> <p>22 Q And for -- you would invoice your time</p> <p>23 to Greylock, as well?</p> <p>24 A Yes.</p> <p>25 Q What are -- what do Bennett -- what</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 50</p> <p>1 are Bennett and Sara's backgrounds? Are they 2 Ph.D.s? Are they -- what -- what do they do? 3 A So Bennett and Sarah both have -- are 4 both highly trained quantitative people. I would 5 say Sarah largely assists me on research through 6 identifying documents and specific facts that might 7 be helpful. I would say Bennett largely works on 8 data cleaning, manipulation and analysis. I have 9 not seen either of their CVs, but I have worked very 10 closely with them for a long time. 11 Q When you think about your expert 12 declaration, it's broken up into -- sort of at the 13 beginning -- your calculations of damages kind of 14 appear at the end of the declaration. Did -- did 15 either Bennett or Sarah do more in terms of the 16 calculations of damages? How did the work break up 17 in terms of writing, drafting your report? 18 A Okay. I think you're 19 mischaracterizing my report, number one. 20 So the estimate of damages is found in 21 the front, and then the discussion of how to 22 calculations -- how to calculate the report is kind 23 of in the middle. And then the actual -- actual 24 calculations are summarized at the end. And then 25 there are appendices that provide the details of the</p>	<p style="text-align: right;">Page 52</p> <p>1 but I wrote my report. And they worked at my 2 direction. 3 Q And then did you provide drafts to 4 plaintiff's counsel to obtain comments from them 5 about your report? 6 MR. HONIK: I'm sorry. I didn't hear 7 the question. May I have it back, Jamie? 8 THE COURT REPORTER: Sure. 9 (Whereupon, the question was read back 10 as requested.) 11 MR. HONIK: Thank you. It's a yes or 12 no. 13 THE WITNESS: Yes. 14 BY MR. GOLDBERG: 15 Q Did anyone outside of 16 Greylock McKinnon or plaintiff's counsel provide 17 input to your report? 18 A No. 19 Q Did anyone at Boston University help 20 gather information for your report? 21 A No. 22 MR. GOLDBERG: Can we pull up Tab 52? 23 I'm gonna mark as Tab 52 Defendant's Amended 24 Notice to Videotaped Deposition of Dr. Conti. 25 (Whereupon, Exhibit Conti 2 was marked</p>
<p style="text-align: right;">Page 51</p> <p>1 data and the specific calculations. 2 I wrote my report. 3 Q What do you mean by that? 4 A I mean I wrote my report. 5 Q Okay. You mentioned that there were 6 lots of drafts and back and forth. You wrote it, 7 you shared it with your colleagues at 8 Greylock McKinnon to comment on it? 9 A I think that's a mischaracterization. 10 Q Did your colleagues at 11 Greylock McKinnon not comment on your draft report? 12 A Again, I think that's a 13 mischaracterization. 14 Q Okay. So just tell me. This isn't 15 too much of a mystery. I'm just trying to 16 understand. 17 Did you share your report with your 18 team at Greylock McKinnon so they could provide 19 edits to it and comment to it? 20 A Okay. So I wrote my report, and 21 Greylock -- folks who work at Greylock McKinnon 22 helped me fill in citations where I asked them to 23 provide -- to identify full citations for certain 24 types of facts. They helped me fill in specific 25 numbers. They helped me construct certain exhibits,</p>	<p style="text-align: right;">Page 53</p> <p>1 for Identification.) 2 MR. HONIK: And we're calling that 3 Conti 2? 4 MR. GOLDBERG: And this is going to be 5 marked as Conti 2, yes. 6 BY MR. GOLDBERG: 7 Q Do you recognize this document, 8 Dr. Conti? 9 A Yes. 10 Q Did you receive this document? 11 A Yes. 12 Q And this document, you understand, 13 made certain document requests of you? 14 A Yes. I understand on Exhibit A, 15 Page 3, or actually, Page 2, 3 and 4. 16 Q What did you do to respond to this set 17 of document requests? 18 MR. HONIK: Dr. Conti, I have no 19 objection to the question, but don't reveal 20 discussions with counsel. It's protected by 21 the work product privilege. 22 THE WITNESS: Thank you. 23 So there were 17 requests. They 24 included my current up-to-date resume or CV. 25 That, I worked on with Sarah Stone to get it to</p>

RESTRICTED CONFIDENTIAL

Page 54	Page 56
<p>1 be updated, and then it was provided to counsel</p> <p>2 to provide to you.</p> <p>3 Number 2 was a list of all articles,</p> <p>4 abstracts, studies, reports, seminar materials,</p> <p>5 presentations, publications or other writings</p> <p>6 authored or co-authored by me from 2022 to the</p> <p>7 present, that relate to the use of data after</p> <p>8 team members -- the use of pharmaceutical</p> <p>9 data --</p> <p>10 Q Doctor. Doctor, I don't --</p> <p>11 A Hold on.</p> <p>12 Q Hang on. Hang on. Hang on.</p> <p>13 MR. HONIK: Mr. Goldberg, let her</p> <p>14 finish, and then you can interject whatever --</p> <p>15 MR. GOLDBERG: Hang on a second. It's</p> <p>16 not -- the answer is not responsive to the</p> <p>17 question. And also, we really don't need to</p> <p>18 waste -- just hang on, Doctor. We don't need</p> <p>19 to waste the time. I'm not asking you to read</p> <p>20 the request out loud. I'm not asking you to</p> <p>21 read it. My question was what did you do to</p> <p>22 respond.</p> <p>23 MR. HONIK: Excuse me. Excuse me.</p> <p>24 Seth, respectfully, she is completely</p> <p>25 responsive to your question. It's within her</p>	<p>1 in specifics. So -- so there's a --</p> <p>2 Q What did you --</p> <p>3 A Hold on, please let me finish.</p> <p>4 You requested 17 separate items, so in</p> <p>5 order to answer your question, I am happy to tell</p> <p>6 you, for each request, how I answered -- how I</p> <p>7 gathered documents and provided that information.</p> <p>8 Q Okay. We don't have to do that.</p> <p>9 Okay. We'll -- we'll get to it.</p> <p>10 MR. GOLDBERG: Can we pull up document</p> <p>11 65, please?</p> <p>12 BY MR. GOLDBERG:</p> <p>13 Q Do you recognize the document that's</p> <p>14 on the screen?</p> <p>15 A No.</p> <p>16 MR. GOLDBERG: Marking as Conti 3, the</p> <p>17 document entitled, "Plaintiffs' Objections and</p> <p>18 Responses to Defendants' Notice of Videotaped</p> <p>19 Deposition of Rena Conti, Ph.D."</p> <p>20 (Whereupon, Exhibit Conti 3 was marked</p> <p>21 for Identification.)</p> <p>22 BY MR. GOLDBERG:</p> <p>23 Q Is this the first time you're seeing</p> <p>24 this document, Dr. Conti?</p> <p>25 A Well, let me look through in detail,</p>
Page 55	Page 57
<p>1 province to answer it in whatever way she</p> <p>2 thinks is appropriate. To frame her response,</p> <p>3 she is going through each request and</p> <p>4 identifying what she did.</p> <p>5 Now, I'd like her to complete her</p> <p>6 response which you cut off. If you'd like to</p> <p>7 sharpen your question in some way and perhaps</p> <p>8 give her an instruction, that's fine. I have</p> <p>9 no objection.</p> <p>10 MR. GOLDBERG: That's fine.</p> <p>11 MR. HONIK: But -- but she was in the</p> <p>12 middle -- she was in the middle of a response,</p> <p>13 which was highly responsive, even if it didn't</p> <p>14 satisfy what you wanted.</p> <p>15 You can continue, Dr. Conti, and then</p> <p>16 pause.</p> <p>17 MR. GOLDBERG: Objection. I'm</p> <p>18 withdrawing -- I'm withdrawing the question, so</p> <p>19 there's no reason...</p> <p>20 MR. HONIK: That's fine. Very good.</p> <p>21 Thank you. Next question.</p> <p>22 BY MR. GOLDBERG:</p> <p>23 Q Did you -- did you collect any</p> <p>24 documents to respond to this request?</p> <p>25 A Yes. That's what I'm trying to answer</p>	<p>1 please. I'm on Page 6. I think there are --</p> <p>2 Q Yeah, my question was --</p> <p>3 A -- 15 pages. You asked me if I had</p> <p>4 seen this, and I'm saying I'm going to look through.</p> <p>5 Q We can go off the record while you do</p> <p>6 that.</p> <p>7 MR. HONIK: Are you nearly done,</p> <p>8 Dr. Conti?</p> <p>9 THE WITNESS: I'm on Page 8 now. If</p> <p>10 you can just give me a little bit more time.</p> <p>11 MR. GOLDBERG: Let's go off the</p> <p>12 record.</p> <p>13 THE VIDEOGRAPHER: The time is 11:29.</p> <p>14 We're going off the record.</p> <p>15 (Whereupon, a short break was taken.)</p> <p>16 THE VIDEOGRAPHER: The time is 11:30.</p> <p>17 We're back on the record.</p> <p>18 BY MR. GOLDBERG:</p> <p>19 Q Dr. Conti, have you seen this document</p> <p>20 before, what we've marked as Conti 3?</p> <p>21 A No, I have not.</p> <p>22 MR. GOLDBERG: Can you pull up -- the</p> <p>23 document -- the document that's Tab -- I</p> <p>24 believe it's Tab 0. Do you have a copy of your</p> <p>25 report handy? If not, there's one in the</p>

15 (Pages 54 - 57)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 58</p> <p>1 binder.</p> <p>2 A I didn't hear you with it.</p> <p>3 THE COURT REPORTER: I didn't hear</p> <p>4 you.</p> <p>5 Q Your report is the first document in</p> <p>6 Binder 1. Do you have -- get that unless you have a</p> <p>7 copy of it handy.</p> <p>8 A I have Tab 1 in front of me.</p> <p>9 Q Okay. Actually, before we get to</p> <p>10 that --</p> <p>11 MR. GOLDBERG: And that can come down,</p> <p>12 sorry about that.</p> <p>13 Could you please pull up</p> <p>14 document 70 -- I'm sorry, not 70, document 67.</p> <p>15 THE VIDEOGRAPHER: This will be</p> <p>16 Exhibit 4?</p> <p>17 MR. GOLDBERG: This will be, yes.</p> <p>18 THE WITNESS: I'm sorry. Did you say</p> <p>19 64?</p> <p>20 MR. HONIK: 67.</p> <p>21 MR. GOLDBERG: Document 67, which we</p> <p>22 are marking as Exhibit Conti 4.</p> <p>23 (Whereupon, Exhibit Conti 4 was marked</p> <p>24 for Identification.)</p> <p>25</p>	<p style="text-align: right;">Page 60</p> <p>1 A Right. I think winter 2020 is when we</p> <p>2 first started having discussions, like I said,</p> <p>3 before the pandemic.</p> <p>4 Q Yeah. Okay. Yeah. I know earlier</p> <p>5 you said February, March, but it looks like it was</p> <p>6 more like January that you got into this matter; is</p> <p>7 that correct?</p> <p>8 A Well, that's what it says here, so</p> <p>9 must be.</p> <p>10 Q And just going through -- at the time,</p> <p>11 it looks like your hourly rate was \$675 an hour if</p> <p>12 we go to that column. And you said that your hourly</p> <p>13 rate is different now?</p> <p>14 A Is that a question?</p> <p>15 Q Well, I'm trying to -- do you know</p> <p>16 what your hourly rate is now? It looks like if you</p> <p>17 go three or four pages in --</p> <p>18 A Yeah.</p> <p>19 Q What is your hourly rate now?</p> <p>20 A I think it's either 750 or 775. I</p> <p>21 think it has changed a little bit over time.</p> <p>22 Q Okay. We'll get there, but it is 775.</p> <p>23 Let's just go down this -- let's just</p> <p>24 go through this so we can get some names here. Who</p> <p>25 is -- after -- so you have four entries for</p>
<p style="text-align: right;">Page 59</p> <p>1 BY MR. GOLDBERG:</p> <p>2 Q Do you recognize document -- the</p> <p>3 document we have marked as Conti 4?</p> <p>4 A No.</p> <p>5 Q I'll represent to you that these were</p> <p>6 the invoices of Greylock McKinnon Associates that</p> <p>7 were provided in response to the document request.</p> <p>8 Do you have any reason to disagree with that</p> <p>9 representation?</p> <p>10 A No.</p> <p>11 Q And you can see that this is -- at</p> <p>12 least on the first page, you can see it's an invoice</p> <p>13 submitted to Conlee Whitely and David Stanoch.</p> <p>14 Okay. Do you see that?</p> <p>15 A Yes.</p> <p>16 Q And those are plaintiffs' counsel in</p> <p>17 this case, right?</p> <p>18 A That's my understanding, yes.</p> <p>19 Q I just want to ask you about a few of</p> <p>20 the invoices here, some entries on these, just so we</p> <p>21 can understand. It looks like -- looking at the</p> <p>22 first page, and I do believe these are in</p> <p>23 chronological order. It looks like you first</p> <p>24 started working on this back in January of 2020. Is</p> <p>25 that more or less correct?</p>	<p style="text-align: right;">Page 61</p> <p>1 Dr. Conti in 2020. And who is the next person?</p> <p>2 A Mike Augustejn.</p> <p>3 Q What did Mike do?</p> <p>4 A It says that he discussed --</p> <p>5 Q Okay. What -- what does -- what did</p> <p>6 Mike do on the -- not in this particular entry.</p> <p>7 What did Mike do for the project?</p> <p>8 A Mike is also an expert on data and --</p> <p>9 THE COURT REPORTER: And what?</p> <p>10 THE WITNESS: Data, acquisition in</p> <p>11 cleaning, in manipulation, in analysis. And so</p> <p>12 I would expect that he would have worked on</p> <p>13 this in that capacity.</p> <p>14 BY MR. GOLDBERG:</p> <p>15 Q Going to the next person,</p> <p>16 Bennett Erickson?</p> <p>17 A Correct.</p> <p>18 Q What did Bennett Erickson do,</p> <p>19 generally, for the project?</p> <p>20 MR. HONIK: Objection, asked and</p> <p>21 answered.</p> <p>22 THE WITNESS: Right. So I've already</p> <p>23 answered --</p> <p>24 MR. GOLDBERG: I'm sorry.</p> <p>25 THE WITNESS: So --</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 62</p> <p>1 BY MR. GOLDBERG:</p> <p>2 Q I can withdraw the question. I'm</p> <p>3 sorry. You did talk about Bennett before.</p> <p>4 The next person is Brian Hebert. What</p> <p>5 did Brian do for the project, generally?</p> <p>6 A So it looks here that he billed time</p> <p>7 for import checking of manufacturing data.</p> <p>8 Q Do you know what -- what manufacturing</p> <p>9 data he looked at?</p> <p>10 A I don't.</p> <p>11 Q Do you know what -- what is meant by</p> <p>12 the phrase "manufacturing data"?</p> <p>13 A I'm assuming it was data that was</p> <p>14 related to the sale of these products.</p> <p>15 Q That's pretty broad. Do you -- is</p> <p>16 there any particular data that you think he looked</p> <p>17 at related to the sale of the products?</p> <p>18 A I don't know.</p> <p>19 Q If you go on into 2021, now you've got</p> <p>20 Sarah Honan added to the invoices. Who is</p> <p>21 Sarah Honan? Is that the Sarah we mentioned</p> <p>22 earlier? No, that was Sarah Stone.</p> <p>23 A Right, Sarah Stone. So Sarah Stone</p> <p>24 and Bennett Erickson are the people that I have been</p> <p>25 working with at GMA on this matter. There are a</p>	<p style="text-align: right;">Page 64</p> <p>1 What -- what was that?</p> <p>2 A I don't know.</p> <p>3 Q You don't know what he meant by "cGMP</p> <p>4 market share analysis"?</p> <p>5 A I'm assuming it has something to do</p> <p>6 with -- there are multiple manufacturers of these</p> <p>7 products at issue in this matter. But I don't know</p> <p>8 what he specifically meant on this date.</p> <p>9 Q Do you know if Bennett's cGMP market</p> <p>10 share analyses were produced in this case?</p> <p>11 A I'm sorry, what do you mean by</p> <p>12 "produced"?</p> <p>13 Q Provided to plaintiffs' counsel for</p> <p>14 production in this case.</p> <p>15 A You mean did Bennett turn those</p> <p>16 documents over to you?</p> <p>17 Q Well, did Greylock McKinnon or Bennett</p> <p>18 provide them to plaintiffs' counsel to produce in</p> <p>19 this case?</p> <p>20 A Well, I'm assuming -- so I -- I mean,</p> <p>21 the short answer is I don't know. The longer answer</p> <p>22 is by definition, my report contains the sales of</p> <p>23 these products across different manufacturers over</p> <p>24 time. And so I'm assuming that it's related to what</p> <p>25 Bennett states here, and those -- all of that back</p>
<p style="text-align: right;">Page 63</p> <p>1 handful of other people that generally support</p> <p>2 Bennett and Sarah that I don't know as well. So</p> <p>3 Sarah Honan is -- is one of those people.</p> <p>4 Q Do you know -- can you describe,</p> <p>5 generally, what she did for the project?</p> <p>6 A It says here "Imported IQVIA data."</p> <p>7 Q If you -- on the third page of the</p> <p>8 document, assuming you have double-sided copies,</p> <p>9 it's -- it's invoice 21158.</p> <p>10 A Yes. That's not what's on the screen,</p> <p>11 but I see -- I am on that.</p> <p>12 Q Okay. The first entry for Bennett</p> <p>13 says, "Work on valsartan cGMP market share</p> <p>14 analysis."</p> <p>15 What -- do you know what that means?</p> <p>16 A I'm sorry, I'm a little confused,</p> <p>17 because what's on the screen is not -- I don't think</p> <p>18 what we're talking about, so can we just make sure</p> <p>19 we're on the same page?</p> <p>20 So invoice 21158, is that what we're</p> <p>21 talking about right now?</p> <p>22 Q Right.</p> <p>23 A Okay. Good. So --</p> <p>24 Q The question is, Bennett says he</p> <p>25 worked on valsartan cGMP market share analysis.</p>	<p style="text-align: right;">Page 65</p> <p>1 up and -- have been produced. They are part of my</p> <p>2 report.</p> <p>3 Q Did you rely on a market share</p> <p>4 analysis in reaching your report -- in reaching your</p> <p>5 opinions?</p> <p>6 A Again, by definition, the at-issue</p> <p>7 products are valsartan drugs made by different</p> <p>8 manufacturers. My report had to identify those</p> <p>9 manufacturers in national data and then apportion</p> <p>10 sales of those products across different</p> <p>11 manufacturers.</p> <p>12 If you go further down on the fourth</p> <p>13 line, Bennett says, "Work on review of repackager</p> <p>14 NDCs. Create comparison of FDA-recalled" --</p> <p>15 COURT REPORTER: I'm sorry, Doctor.</p> <p>16 Bennett says, "Work on review of..."</p> <p>17 THE WITNESS: "Repackager NDCs.</p> <p>18 Create comparison of FDA-recalled NDCs to IQVIA</p> <p>19 NDCs."</p> <p>20 I think that -- so -- so there is an</p> <p>21 FDA list of recalled valsartan products, and --</p> <p>22 that identifies products by NDC code in the</p> <p>23 IQVIA data. I can identify products by NDC</p> <p>24 code, but products are very commonly repackaged</p> <p>25 and relabeled by private label -- by private</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 66</p> <p>1 label distributors and even retailers such as 2 CVS or Costco. 3 And so in order to go from the NDC 4 list produced by the -- by the FDA to Xponent 5 was actually sold into the U.S. market, there 6 is -- there is a job that needs to get done. 7 Because repackagers or relabelers will change 8 the NDC code by definition. 9 And so there was work that was done to 10 match NDC codes or drugs at issue in this 11 matter with the national sales that we had on 12 these products. All of that was produced in my 13 report. 14 BY MR. GOLDBERG: 15 Q Let's just start at the beginning of 16 this. And if you go back to the first page of this 17 document, do you see it says, for you, Dr. Conti -- 18 THE COURT REPORTER: I'm sorry, Seth. 19 Can you start that again? 20 BY MR. GOLDBERG: 21 Q It looks like you invoiced two hours, 22 2.6 hours; is that correct? 23 A Yes, I see that here. 24 Q And if you go along with me to the 25 next invoice, there's -- there's no entry for</p>	<p style="text-align: right;">Page 68</p> <p>1 MR. HONIK: Thank you. 2 MR. GOLDBERG: Sure. 3 MR. HONIK: I see it now. Thank you. 4 BY MR. GOLDBERG: 5 Q And then if we go to -- 6 A It's two pages, actually. It's two 7 pages. 8 Q Right. And there's no entry for 9 Dr. Conti on that invoice, correct? 10 A Correct. 11 Q And then the next invoice is 21158. 12 Do you see that? 13 A Yes. 14 Q And there's no invoice for Dr. Conti 15 there? There's no time invoiced for Dr. Conti in 16 that invoice, correct? 17 A Correct, but there is mention of me 18 participating in calls with the attorney. 19 Q So you participated in that call on 20 May 24th, 2021, right? 21 A Yes. 22 Q Let's turn to the next invoice, which 23 is 21617. There we see Dr. Conti, you billed 24 12.75 hours, right? Correct? 25 A I'm just -- I didn't -- I didn't</p>
<p style="text-align: right;">Page 67</p> <p>1 Dr. Conti; am I correct? 2 A You mean -- again, I don't know -- 3 Q Invoice -- 4 COURT REPORTER: All right. I 5 cannot -- I can't take both of you down at the 6 same time. And you're both interrupting each 7 other, and so you're not giving me a chance to 8 do my job. 9 MR. GOLDBERG: Okay. Let's not worry 10 about the screen since you have the binder in 11 front of you, and that was the purpose of 12 giving you the document in hard copy. So can 13 you -- and the tech can follow along if the 14 tech can follow along. 15 BY MR. GOLDBERG: 16 Q Right now I'm looking at 17 Invoice 21024, which is in your binder. Do you see 18 that. 19 A Yes. 20 Q Okay. And there's not an entry for 21 Dr. Conti in there, correct? 22 MR. HONIK: Seth, I think for the 23 benefit of myself and all other counsel, can 24 the tech bring up the specific document? 25 MR. GOLDBERG: Sure.</p>	<p style="text-align: right;">Page 69</p> <p>1 prepare this invoice, so I'm just looking through -- 2 Q Sure. 3 A -- what is actually billed. That's 4 correct. 5 Q And that invoice takes us through 6 12-29-21. It's the last date anyone billed time on 7 that invoice. Do you see that? 8 A Well, it's the last time that some of 9 the staff billed time on the invoice. I can see 10 that. 11 Q Based on my review of these invoices, 12 before December 29th, 2021, you billed, in total, 13 approximately 15 hours for your work in this matter; 14 is that a fair representation? 15 MR. HONIK: Object to form. 16 THE WITNESS: Well, again, I didn't 17 produce these documents, so I just simply 18 billed for the time that's listed here. But if 19 there's a different process for what I submit 20 and what GMA does in what is listed here if 21 there is time, I'm happy -- that I billed, I'm 22 happy to total it up. I haven't done that. 23 It looks like, in the first invoice, 24 there's about two-and-a-half hours. 25 COURT REPORTER: There is -- there's</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 70</p> <p>1 what?</p> <p>2 THE WITNESS: About two-and-a-half</p> <p>3 hours.</p> <p>4 In the last invoice there's about 12,</p> <p>5 almost 13 hours. So I think that's fair. So</p> <p>6 there's approximately 15 to 16 hours that I</p> <p>7 billed for my time on these invoices.</p> <p>8 BY MR. GOLDBERG:</p> <p>9 Q Are there other Greylock McKinnon</p> <p>10 invoices that haven't been produced?</p> <p>11 A So I am woefully behind in my time on</p> <p>12 this matter. I have a list of the time that I have</p> <p>13 worked on this, but it has not been completely</p> <p>14 submitted to Greylock McKinnon or to the attorneys.</p> <p>15 Q But you were asked --</p> <p>16 Greylock McKinnon was asked to produce your invoices</p> <p>17 in this case, and you didn't comply with that</p> <p>18 request?</p> <p>19 MR. HONIK: Object to the form.</p> <p>20 THE WITNESS: Of course I did.</p> <p>21 BY MR. GOLDBERG:</p> <p>22 Q Well, why don't we have that time and</p> <p>23 your invoices for that?</p> <p>24 A You mean -- you mean all the invoices?</p> <p>25 Q Yeah.</p>	<p style="text-align: right;">Page 72</p> <p>1 also teaching intensely during that time. I have</p> <p>2 actually been teaching intensely since July. And so</p> <p>3 I have been actively working on this case, but I</p> <p>4 have not submitted my time because I frankly did not</p> <p>5 have the time to do it.</p> <p>6 Q Well, let's look at invoice 21617.</p> <p>7 That's the last invoice in the -- in the packet.</p> <p>8 That's your 2021 time. And --</p> <p>9 A I'm sorry. I'm sorry. I'm not -- I'm</p> <p>10 not following you. Where are you?</p> <p>11 Q It's up on the screen, invoice 21617.</p> <p>12 It's the last invoice in the packet.</p> <p>13 A I can see that.</p> <p>14 Q So you billed an hour in May of 2021,</p> <p>15 correct? You billed an hour in September 2021,</p> <p>16 correct? And -- am I correct?</p> <p>17 A I can see that there.</p> <p>18 Q And you billed 10.75 hours in</p> <p>19 October 2021, correct?</p> <p>20 A Correct.</p> <p>21 Q How much time do you expect to bill</p> <p>22 plaintiffs for 2021 in addition to these</p> <p>23 12.75 hours?</p> <p>24 A So I have a preliminary listing of my</p> <p>25 time, and it amounts to approximately 60 hours.</p>
<p style="text-align: right;">Page 71</p> <p>1 A Because I'm really busy, frankly. I'm</p> <p>2 teaching intensely. I've been doing a lot of other</p> <p>3 work to support government activity. And I have a</p> <p>4 very sick mother that I am managing her time and</p> <p>5 also taking care of my kid. So I've been very, very</p> <p>6 busy over the past two months and --</p> <p>7 Q Well, I'm not -- I'm not --</p> <p>8 MR. HONIK: Don't interrupt her,</p> <p>9 please.</p> <p>10 THE WITNESS: So I have been really,</p> <p>11 really busy, and so my time is not complete.</p> <p>12 BY MR. GOLDBERG:</p> <p>13 Q I'm not concerned about your time in</p> <p>14 2022. You --</p> <p>15 A I'm saying that my time in 2021, I</p> <p>16 spent the majority of 2021 dealing with a very sick</p> <p>17 mother, traveling in three separate cities and</p> <p>18 taking care of my child, in addition to myself, in</p> <p>19 addition to very intense teaching and other</p> <p>20 activities. I am behind in my time.</p> <p>21 Q Were you able to put your time in for</p> <p>22 some invoices, but not others; is that what you're</p> <p>23 saying?</p> <p>24 A What I'm saying is my mother became</p> <p>25 very sick last summer, and so my time -- and I was</p>	<p style="text-align: right;">Page 73</p> <p>1 Q And that's for 2021?</p> <p>2 A Yes. Oh, 2021 and 2022.</p> <p>3 Q And how much of that time is 2021</p> <p>4 versus 2022?</p> <p>5 A I would say the majority.</p> <p>6 Q Is 2021?</p> <p>7 A Correct.</p> <p>8 Q How much time have you spent on this</p> <p>9 matter -- excuse me -- in 2022?</p> <p>10 A In preparing for the deposition and</p> <p>11 doing a handful of other things, maybe about</p> <p>12 20 hours or so. I don't have a specific accounting</p> <p>13 yet. Again, I've been going back and forth between</p> <p>14 Boston, New York, Philadelphia and Chicago, because</p> <p>15 my mother is really sick, for every single week</p> <p>16 since the new year.</p> <p>17 Q Do you think you'd be able to provide</p> <p>18 that preliminary list to your counsel so that we can</p> <p>19 see it?</p> <p>20 A Sure. I mean, my -- my plan is to --</p> <p>21 to finish it. I don't like to submit bills, and I</p> <p>22 don't -- I don't like to submit bills that I don't</p> <p>23 feel -- that aren't triple checked, and so I have a</p> <p>24 process for doing that.</p> <p>25 MR. GOLDBERG: Why don't we go off the</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 74</p> <p>1 record and take a five-minute break just to</p> <p>2 give everybody a minute?</p> <p>3 MR. HONIK: Why don't we call it</p> <p>4 10 minutes and come back at 10:07. Okay?</p> <p>5 MR. GOLDBERG: Sounds good.</p> <p>6 THE VIDEOGRAPHER: The time is 11:57.</p> <p>7 This ends Media Unit Number 1.</p> <p>8 (Whereupon, a short break was taken.)</p> <p>9 THE VIDEOGRAPHER: The time is 12:11.</p> <p>10 This begins Media Number 2, and back on the</p> <p>11 record.</p> <p>12 BY MR. GOLDBERG:</p> <p>13 Q Dr. Conti, if you could pull and put</p> <p>14 in front of you your report -- or your declaration,</p> <p>15 which we marked as -- which we are going to mark as</p> <p>16 Conti 5.</p> <p>17 (Whereupon, Exhibit Conti 5 was marked</p> <p>18 for Identification.)</p> <p>19 BY MR. GOLDBERG:</p> <p>20 Q And I'd like to start at the beginning</p> <p>21 of your report.</p> <p>22 A Just give me a second to get it.</p> <p>23 Q Okay. Let's start at the beginning of</p> <p>24 your report. I'm going to ask you questions about</p> <p>25 it in different places, but I'd like to start just</p>	<p style="text-align: right;">Page 76</p> <p>1 that question.</p> <p>2 Going to the next paragraph, you say,</p> <p>3 "I have been asked by plaintiffs' counsel to assume</p> <p>4 that the at-issue valsartan products manufactured</p> <p>5 and sold by the defendants" -- and I'm gonna go now</p> <p>6 to the bottom -- "were recalled" -- "that were</p> <p>7 recalled in 2018 and 2019 were adulterated and</p> <p>8 misbranded."</p> <p>9 Do you see that?</p> <p>10 A Yes.</p> <p>11 Q What do you mean by "at-issue</p> <p>12 valsartan products"?</p> <p>13 A The valsartan products that were</p> <p>14 listed in Footnote 3 and Footnote 4.</p> <p>15 Q When you use the phrase "at-issue</p> <p>16 valsartan products," are you limiting that to</p> <p>17 valsartan products that contained NDMA or NDEA?</p> <p>18 A No.</p> <p>19 COURT REPORTER: I'm sorry?</p> <p>20 THE WITNESS: No.</p> <p>21 MR. GOLDBERG: Can we go off the</p> <p>22 record for one second?</p> <p>23 THE VIDEOGRAPHER: The time is 12:16.</p> <p>24 We're going off the record.</p> <p>25 (Whereupon, a discussion was held off</p>
<p style="text-align: right;">Page 75</p> <p>1 at Paragraph 1.</p> <p>2 You said you were retained to provide</p> <p>3 opinions and calculations regarding the -- the</p> <p>4 injury and damages incurred by classes of consumers</p> <p>5 and end-payers in this matter.</p> <p>6 By "this matter," you're referring to</p> <p>7 the amended economic class action complaint, which</p> <p>8 is at Footnote 1, correct?</p> <p>9 A Yes.</p> <p>10 Q I'm just going to remind you to speak</p> <p>11 up a little bit, or maybe the microphone needs to be</p> <p>12 turned up.</p> <p>13 And by "injury in this matter" -- you</p> <p>14 use the phrase "injury" -- you're -- you're talking</p> <p>15 about an economic injury of this matter, correct?</p> <p>16 A Correct.</p> <p>17 Q And your damages -- you're not</p> <p>18 providing opinions on liability, you're providing</p> <p>19 opinions on damages, right?</p> <p>20 MR. HONIK: Object to form.</p> <p>21 THE WITNESS: I'm providing opinions</p> <p>22 on economic injury and damages.</p> <p>23 BY MR. GOLDBERG:</p> <p>24 Q You're not -- you're not -- you</p> <p>25 haven't reached an opinion as to -- well, strike</p>	<p style="text-align: right;">Page 77</p> <p>1 the record.)</p> <p>2 THE VIDEOGRAPHER: The time is 12:18.</p> <p>3 We're back on the record.</p> <p>4 BY MR. GOLDBERG:</p> <p>5 Q So when you're using the phrase</p> <p>6 "at-issue valsartan products" in Paragraph 2 of your</p> <p>7 declaration and throughout your declaration,</p> <p>8 you're -- you're including valsartan products that</p> <p>9 may not have contained NDMA or NDEA?</p> <p>10 MR. HONIK: Object to form, asked and</p> <p>11 answered.</p> <p>12 THE WITNESS: When I am referring to</p> <p>13 "at-issue valsartan products," they are the</p> <p>14 ones listed in Footnote 2 and Footnote -- I'm</p> <p>15 sorry -- Footnote 3 and Footnote 4 of my</p> <p>16 report.</p> <p>17 BY MR. GOLDBERG:</p> <p>18 Q Footnote 3 and Footnote 4 refer to</p> <p>19 recalled valsartan products, correct?</p> <p>20 MR. HONIK: Object to form.</p> <p>21 THE WITNESS: No, not solely. That's</p> <p>22 a mischaracterization. So Footnote 3 and</p> <p>23 Footnote 4 define at-issue valsartan products.</p> <p>24 And they include products manufactured by --</p> <p>25 I'm going to say this, and it's -- I'm going to</p>

20 (Pages 74 - 77)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 78</p> <p>1 butcher the name -- Zhejiang Huahai, Teva, 2 Hetero, Torrent, Mylan and Aurobindo. And it 3 includes the valsartan products marketed under 4 Diovan name and their generic equivalent and 5 then marketed under the Exforge name and their 6 generic equivalent during the time period 7 2020 -- 2012 through 2018. 8 BY MR. GOLDBERG: 9 Q So you are including in at-issue 10 valsartan products all valsartan manufactured by 11 those defendants between 2012 and 2018? 12 A Correct. 13 Q That paragraph at the end talks 14 about -- it says that you -- you were asked to 15 assume that those products were adulterated and 16 misbranded. On what basis do you -- 17 A I'm sorry. I'm sorry. I don't 18 know -- what -- what do you mean by "at the end"? 19 Q Okay. If you look at -- if you look 20 at the paragraph, it says, "I have been asked" -- 21 A Paragraph 2, okay. 22 Q You were asked to assume that those 23 products were adulterated and misbranded, correct? 24 A Correct. 25 Q On what basis were you asked to make</p>	<p style="text-align: right;">Page 80</p> <p>1 MR. GOLDBERG: What you understand -- 2 MR. HONIK: Excuse me. Excuse me. 3 MR. GOLDBERG: Counsel, don't 4 interrupt. Don't interrupt. 5 MR. HONIK: I'm going to protect this 6 record in every single way that I want to. And 7 as a courtesy to Ms. Moskowitz, I simply heard 8 a noncontroversial three words and offered them 9 to her to move things along. Thank you. 10 MR. GOLDBERG: Counsel, what do you 11 understand to be the -- the adulteration that 12 you assumed? 13 MR. HONIK: I'm not -- I'm not here to 14 answer your questions. If it's directed -- 15 MR. GOLDBERG: I'm sorry. I'm sorry, 16 Dr. Conti. 17 BY MR. GOLDBERG: 18 Q I'd like to -- I'd like you to explain 19 what you under- -- what you assumed. 20 A So, again, the assumption of 21 adulteration and misbranding is detailed in the 22 complaint and cited in my Paragraph 1 and 23 Paragraph 2 in Footnotes 1, 2, 3 and 4. 24 Q It's fair to say, since you assume 25 those facts that are in that complaint, you didn't</p>
<p style="text-align: right;">Page 79</p> <p>1 that assumption? 2 A I'm sorry. I don't understand the 3 question. 4 Q What were the -- what was the basis 5 for the adulteration that you were asked to assume? 6 A My understanding is, that basis is 7 outlined in the complaint, which I reference in the 8 first paragraph of my report and also Footnote 1. 9 Q Was there any particular aspect of 10 these drugs that made them -- that you were asked to 11 assume made them adulterated? 12 A Again, the basis of adulteration and 13 misbranding is detailed in the complaint. And the 14 definition of "adulterated" and "misbranded" is also 15 outlined in the complaint, and is also outlined in 16 my report in later paragraphs. 17 COURT REPORTER: Is also outlined in 18 my report... 19 MR. HONIK: In later paragraphs, she 20 said. 21 COURT REPORTER: Thank you. 22 MR. GOLDBERG: Counsel, Counsel, 23 there's no need for you to testify. 24 MR. HONIK: I'm not testifying. It's 25 just that I heard her --</p>	<p style="text-align: right;">Page 81</p> <p>1 reach any independent determination about whether 2 there was an adulteration, correct? 3 A Again, I was asked to assume certain 4 facts about the adulteration and misbranding of 5 valsartan products at issue in this matter. 6 Q So the answer to my question is yes, 7 you didn't independently conclude that there was an 8 adulterated drug? 9 MR. HONIK: Object to form. 10 BY MR. GOLDBERG: 11 Q You were asked to make that 12 assumption? 13 MR. HONIK: Object to the form. 14 BY MR. GOLDBERG: 15 Q Correct? 16 A I was asked to make that assumption, 17 correct, as outlined in the complaint and in the 18 footnotes listed here. 19 Q If you go on to Paragraph 4 of your 20 complaint -- of your report, sorry -- 21 A That's okay. 22 Q The first few lines is where I'm 23 looking. It says, "The adulteration derives from 24 the defendant manufacturers' allowance of chronic 25 and pervasive deficiencies in the manufacturing of</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 82</p> <p>1 at-issue valsartan products."</p> <p>2 What did you mean by "chronic and</p> <p>3 pervasive deficiencies"?</p> <p>4 A My understanding is that there were --</p> <p>5 there are systematic failures of cGMP in the</p> <p>6 manufacturing of the at-issue valsartan products by</p> <p>7 the manufacturers.</p> <p>8 Q What are those systematic failures</p> <p>9 that you're referring to?</p> <p>10 MR. HONIK: Objection, asked and</p> <p>11 answered.</p> <p>12 THE WITNESS: There -- there is -- my</p> <p>13 understanding is that there are -- there are</p> <p>14 many of them, and those are outlined in the</p> <p>15 complaint and also supporting FDA documents of</p> <p>16 cGMP violations that the manufacturers were</p> <p>17 cited for.</p> <p>18 BY MR. GOLDBERG:</p> <p>19 Q You wrote your report, correct?</p> <p>20 A I did.</p> <p>21 Q Okay. So when you wrote "chronic and</p> <p>22 pervasive deficiencies," what were you -- what were</p> <p>23 you documenting? What chronic and pervasive --</p> <p>24 MR. HONIK: Objection, asked and</p> <p>25 answered.</p>	<p style="text-align: right;">Page 84</p> <p>1 looked at and relied upon in reaching your opinions,</p> <p>2 that's listed here; is that correct?</p> <p>3 A I don't think that's accurate, because</p> <p>4 again, I am in -- as an expert in the regulation of</p> <p>5 the pharmaceutical industry, and in many other</p> <p>6 contexts, I have spent a lot of time thinking about</p> <p>7 the -- the requirements of manufacturers, that they</p> <p>8 need to meet, in order to meet cGMP, and also</p> <p>9 violation of cGMP. I have also spent a lot of time</p> <p>10 thinking about and thinking on adulteration and</p> <p>11 misbranding of products, generally, in this</p> <p>12 industry.</p> <p>13 So again, it's -- the materials relied</p> <p>14 upon or the ones listed here are the most germane to</p> <p>15 this specific matter. But my experience is also</p> <p>16 germane. That's in Attachment A.</p> <p>17 Q Okay. So my question was, the</p> <p>18 documents that you relied upon to reach your</p> <p>19 opinions in this matter, leaving aside your</p> <p>20 experience and your general knowledge, but the</p> <p>21 specific documents that you relied upon to reach</p> <p>22 your opinions in this matter, are set forth in</p> <p>23 Attachment B, correct?</p> <p>24 MR. HONIK: Object to the form, asked</p> <p>25 and answered.</p>
<p style="text-align: right;">Page 83</p> <p>1 BY MR. GOLDBERG:</p> <p>2 Q What chronic and pervasive</p> <p>3 deficiencies were you referring to?</p> <p>4 MR. HONIK: Object to form, asked and</p> <p>5 answered.</p> <p>6 THE WITNESS: The ones that are</p> <p>7 referred to in the complaint at issue in this</p> <p>8 matter.</p> <p>9 BY MR. GOLDBERG:</p> <p>10 Q Any others?</p> <p>11 A No.</p> <p>12 Q Could you -- I -- I should have done</p> <p>13 this before, but if you could look at Attachment B</p> <p>14 to your report, which is up on the screen, as well,</p> <p>15 this -- this -- this attachment says, "Materials</p> <p>16 relied upon." Did you prepare this attachment?</p> <p>17 A My staff, under my direction, prepared</p> <p>18 this document.</p> <p>19 Q And is it fair to say that these were</p> <p>20 the materials you relied upon in reaching your</p> <p>21 opinions?</p> <p>22 A In addition to my expertise and my</p> <p>23 experience in this matter -- or my experience in</p> <p>24 this industry.</p> <p>25 Q So there was a document that you</p>	<p style="text-align: right;">Page 85</p> <p>1 THE WITNESS: I don't -- I mean,</p> <p>2 again, I don't quite understand the distinction</p> <p>3 you're making. So again, my expertise and</p> <p>4 experience in the regulation of this industry</p> <p>5 informs everything I do, including the opinions</p> <p>6 that -- and the calculations that I performed</p> <p>7 in this matter.</p> <p>8 Attachment A provides my CV, which has</p> <p>9 an extensive list of things that I have</p> <p>10 published on this industry. But Attachment B</p> <p>11 is enumerating the materials that I</p> <p>12 specifically relied on in this matter. But I</p> <p>13 don't see how I could distinguish between my</p> <p>14 experience generally in this industry and the</p> <p>15 materials that I relied on.</p> <p>16 BY MR. GOLDBERG:</p> <p>17 Q Well, you just -- you did, because</p> <p>18 this document says, "Materials Relied Upon." So</p> <p>19 you're making a distinction between your CV and the</p> <p>20 materials that you relied upon, right?</p> <p>21 A No, you are. No, you are. What I'm</p> <p>22 saying is my experience informs the materials that I</p> <p>23 relied upon, by definition. I mean, I -- I know a</p> <p>24 lot about cGMP and the regulation of the</p> <p>25 products --</p>

22 (Pages 82 - 85)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 86</p> <p>1 Q Did you --</p> <p>2 A Hold on, please, if I can finish.</p> <p>3 I know a lot about the regulation of</p> <p>4 these products in the U.S. market. But it's based</p> <p>5 upon my experience working on many different aspects</p> <p>6 of this market. And it's many different products.</p> <p>7 That informs the documents that were selected and</p> <p>8 thought about specifically or cited specifically in</p> <p>9 my report.</p> <p>10 Q Did you review any deposition</p> <p>11 testimony in reaching your opinions?</p> <p>12 A No.</p> <p>13 Q Did you --</p> <p>14 A As I -- hold on. As I understand</p> <p>15 it --</p> <p>16 Q No. No. No. You answered the</p> <p>17 question.</p> <p>18 A No. No. No. I didn't answer.</p> <p>19 MR. HONIK: She has not finished her</p> <p>20 response. Do not interrupt the witness.</p> <p>21 THE WITNESS: So, as I understand it,</p> <p>22 the reports that were produced that mention my</p> <p>23 report, none of those people had been deposed</p> <p>24 yet. So I would have liked to have seen their</p> <p>25 depositions, because some of it -- what they</p>	<p style="text-align: right;">Page 88</p> <p>1 in this case?</p> <p>2 A My understanding, again, of the</p> <p>3 defendant experts in this case is that they have</p> <p>4 not -- they've produced reports, but they have not</p> <p>5 been deposed yet. So I don't see how I could read a</p> <p>6 deposition if it hasn't occurred yet.</p> <p>7 Q If you go back in your report to</p> <p>8 Paragraph 4 --</p> <p>9 A I'm sorry. I didn't hear you. I</p> <p>10 can't hear you.</p> <p>11 THE COURT REPORTER: Seth, I can't</p> <p>12 hear you either.</p> <p>13 MR. GOLDBERG: Sorry about that.</p> <p>14 BY MR. GOLDBERG:</p> <p>15 Q The third line refers to "a failure by</p> <p>16 the defendant manufacturers to implement quality</p> <p>17 assurance practices."</p> <p>18 Do you have any specific understanding</p> <p>19 of what those quality assurance practices were?</p> <p>20 MR. HONIK: Objection, asked and</p> <p>21 answered.</p> <p>22 THE WITNESS: So manufacturers who are</p> <p>23 legally allowed to supply products to the</p> <p>24 pharmaceutical U.S. chains are required to</p> <p>25 attest to a very significant number of quality</p>
<p style="text-align: right;">Page 87</p> <p>1 say in the reports is confusing. But I have</p> <p>2 not -- my understanding is they have not been</p> <p>3 deposed yet.</p> <p>4 BY MR. GOLDBERG:</p> <p>5 Q Did you review any depositions of any</p> <p>6 witnesses in reaching your opinions in this case?</p> <p>7 A No. I mean, some of -- like I said,</p> <p>8 the ones that I would have liked to have reviewed, I</p> <p>9 wasn't able to because they haven't been deposed</p> <p>10 yet.</p> <p>11 Q So you haven't read a deposition of a</p> <p>12 plaintiff in this case?</p> <p>13 A No.</p> <p>14 Q Or a plaintiff --</p> <p>15 A I understand that the depositions</p> <p>16 haven't been done of the economic experts.</p> <p>17 Q I'm asking you about the plaintiffs.</p> <p>18 I'm not asking you about experts. You haven't read</p> <p>19 a deposition of a plaintiff in this case, correct?</p> <p>20 A I have not.</p> <p>21 Q You haven't read the deposition of a</p> <p>22 class representative in this case?</p> <p>23 A I have not.</p> <p>24 Q And you haven't read -- read the</p> <p>25 deposition of any defendant witnesses or employees</p>	<p style="text-align: right;">Page 89</p> <p>1 assurance practices, which include but are not</p> <p>2 limited to the risk, assessment and mitigation</p> <p>3 of their -- of their product from end to end.</p> <p>4 And there's also attestation of the practices</p> <p>5 that the firms are required to provide to</p> <p>6 the --</p> <p>7 THE COURT REPORTER: To the -- I'm</p> <p>8 sorry. To the what?</p> <p>9 THE WITNESS: Are required to provide</p> <p>10 to the U.S. Food and Drug Administration, upon</p> <p>11 their initial application to get a license to</p> <p>12 sell these products to the U.S. market, but</p> <p>13 also over time. Yes, that's what I mean by</p> <p>14 "quality assurance practices."</p> <p>15 BY MR. GOLDBERG:</p> <p>16 Q Do you have any particular instances</p> <p>17 of quality assurance practices or the failure to</p> <p>18 implement quality assurance practices as to any of</p> <p>19 the defendants in this case?</p> <p>20 MR. HONIK: Object to form and asked</p> <p>21 and answered.</p> <p>22 THE WITNESS: Yes. They are detailed</p> <p>23 in the complaint, and they are also detailed in</p> <p>24 the FDA documents that are listed in --</p> <p>25 detailing for each one of the defendants on the</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 90</p> <p>1 systematic --</p> <p>2 THE COURT REPORTER: On the</p> <p>3 systematic --</p> <p>4 THE WITNESS: And pervasive quality</p> <p>5 assurance.</p> <p>6 COURT REPORTER: Excuse me, Counsel.</p> <p>7 One second. Let me see if I can turn my volume</p> <p>8 up.</p> <p>9 THE VIDEOGRAPHER: Mr. Goldberg, I</p> <p>10 think the -- the paper shuffling may be</p> <p>11 distracting a little bit.</p> <p>12 THE WITNESS: Correct. It's very hard</p> <p>13 to hear.</p> <p>14 COURT REPORTER: Okay. I put my</p> <p>15 volume up.</p> <p>16 BY MR. GOLDBERG:</p> <p>17 Q Did you review any document that --</p> <p>18 that detailed for you a failure to implement quality</p> <p>19 assurance practices by the defendant manufacturers?</p> <p>20 MR. HONIK: Object to form, asked and</p> <p>21 answered.</p> <p>22 THE WITNESS: Yes. The complaint</p> <p>23 details systematic and pervasive deficiency</p> <p>24 in -- in the cGMP. And then there are FDA</p> <p>25 documents that are supportive of that for each</p>	<p style="text-align: right;">Page 92</p> <p>1 THE VIDEOGRAPHER: The time is 12:42.</p> <p>2 We're back on the record.</p> <p>3 BY MR. GOLDBERG:</p> <p>4 Q I want you to listen to the questions</p> <p>5 I'm going to ask. I just want you answer the</p> <p>6 questions I'm going to ask. Okay?</p> <p>7 The binder that -- the binder that you</p> <p>8 have in front of you now --</p> <p>9 A Correct.</p> <p>10 Q -- you did not provide that binder to</p> <p>11 your counsel before today, correct?</p> <p>12 MR. HONIK: Object to the form of the</p> <p>13 question.</p> <p>14 THE COURT REPORTER: What was your</p> <p>15 answer?</p> <p>16 THE WITNESS: I mean, I did not -- I,</p> <p>17 me, provide it. It's the complaint and the</p> <p>18 backup and some of the documents listed in the</p> <p>19 complaint. The complaint is listed in my</p> <p>20 Attachment B, and the documents that are</p> <p>21 related specifically to inspection reports,</p> <p>22 FDA, failure notices to the -- to each of the</p> <p>23 manufacturers are just the complaint. They're</p> <p>24 just the backup to the complaint.</p> <p>25</p>
<p style="text-align: right;">Page 91</p> <p>1 of the defendant manufacturers that details</p> <p>2 many different deficiencies in cGMP.</p> <p>3 BY MR. GOLDBERG:</p> <p>4 Q Which FDA documents --</p> <p>5 A Hold on. In the manufacturing of</p> <p>6 these products.</p> <p>7 Q Which FDA documents are you referring</p> <p>8 to?</p> <p>9 A Hold on a second. We were just</p> <p>10 looking at the materials relied upon. I think it's</p> <p>11 in Attachment B.</p> <p>12 So there's the complaint and</p> <p>13 then -- and -- I don't see it assessed here, but I</p> <p>14 have a binder of FDA documents that are specific to</p> <p>15 each one of the manufacturers that I have reviewed</p> <p>16 that are related to the at-issue products here.</p> <p>17 Q What binder are you referring to?</p> <p>18 A I'm happy to get it if you can just</p> <p>19 give me a second.</p> <p>20 MR. GOLDBERG: Let's go off the</p> <p>21 record.</p> <p>22 THE VIDEOGRAPHER: The time is 12:42.</p> <p>23 We're going off the record.</p> <p>24 (Whereupon, a discussion was held off</p> <p>25 the record.)</p>	<p style="text-align: right;">Page 93</p> <p>1 BY MR. GOLDBERG:</p> <p>2 Q Okay. I understand.</p> <p>3 So you're saying you looked at the</p> <p>4 complaint and the exhibits to the complaint?</p> <p>5 A Correct.</p> <p>6 Q That's what is in that binder?</p> <p>7 A Yes. And specifically, I reviewed</p> <p>8 the -- the backup material that the complaint</p> <p>9 references related to the systematic and</p> <p>10 persuasive [sic] failures of cGMP for each of the</p> <p>11 defendants.</p> <p>12 So I'm gonna say this incorrectly</p> <p>13 again, Zhejiang Huahai --</p> <p>14 Q You don't have to -- you don't have to</p> <p>15 name the defendants. We know who they are.</p> <p>16 A Okay. No, I'm just telling you -- I'm</p> <p>17 saying to you, not the defendants, but for the</p> <p>18 specific documents related to cGMP violations, the</p> <p>19 products that I looked -- the manufacturers that I</p> <p>20 looked at were Zhejiang --</p> <p>21 MR. HONIK: You can say ZHP. ZHP.</p> <p>22 THE WITNESS: ZHP. Thank you.</p> <p>23 ZHP and the FDA warning letters</p> <p>24 related to that. Mylan, in multiple ways, and</p> <p>25 Aurobindo, Torrent, Hetero and Lantech.</p>

24 (Pages 90 - 93)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 94</p> <p>1 THE COURT REPORTER: What was the last 2 one? 3 THE WITNESS: And Lantech. 4 BY MR. GOLDBERG: 5 Q Yes or no, the documents that you 6 relied on for the pervasive deficiencies that you 7 referred to, are the complaint and the exhibits 8 attached to the complaint? 9 MR. HONIK: Object to the form, asked 10 and answered. 11 THE WITNESS: Okay. So I have 12 answered your question a bunch of times. So 13 again, there's -- 14 MR. GOLDBERG: I'm going to strike 15 the -- I'm going to withdraw the question. 16 Counsel, we're going to off the record. 17 THE VIDEOGRAPHER: The time is 12:46. 18 We are going off the record. 19 (Whereupon, a discussion was held off 20 the record.) 21 MR. HONIK: Let's proceed on the 22 stenographic record. Are we off the video 23 record? 24 THE VIDEOGRAPHER: We are off the 25 video.</p>	<p style="text-align: right;">Page 96</p> <p>1 see that? 2 A Yes. 3 Q Were there any particular reasons that 4 you were asked to assume that are listed here? 5 MR. HONIK: Object to the form of the 6 question. 7 THE WITNESS: All of them. So the -- 8 my -- I was -- hold on. 9 MR. HONIK: She's responding to your 10 question. Please stop interrupting her. 11 THE WITNESS: So I -- thank you. 12 I was asked to assume these products 13 were misbranded. This paragraph, Paragraph 23 14 in my report, lists the definition of 15 "misbranding" according to the 16 Food and Drug Administration. And the 17 definition is inclusive. 18 BY MR. GOLDBERG: 19 Q So you were asked to assume that all 20 of these particular reasons that a drug can be 21 misbranded applied to the valsartan in this case? 22 MR. HONIK: Objection to form. 23 THE WITNESS: That is -- that is a 24 mischaracterization of my testimony. I was 25 asked to assume that these products at issue</p>
<p style="text-align: right;">Page 95</p> <p>1 MR. HONIK: Okay. Before we go back 2 on the video, is there anything else you need 3 to say, Seth? I don't want to waste more time. 4 MR. GOLDBERG: Well, you want me to 5 put it on the record, so I'm going to. 6 MR. HONIK: That's fine. Do you want 7 it on the video record? 8 MR. GOLDBERG: Sure. 9 MR. HONIK: Okay. Queue us, please, 10 Justin. 11 THE VIDEOGRAPHER: The time is 12:48. 12 We're back on the record. 13 BY MR. GOLDBERG: 14 Q Let's turn to Paragraph 23 of your 15 report. In this paragraph, you refer -- 16 A Hold on. I'm not there yet. Hold on. 17 Paragraph 23 or Page 23? 18 Q Paragraph 23. 19 A Great. Thank you. Okay. Just give 20 me one second. 21 Q In this paragraph -- 22 A Just give me -- just give me one 23 second. Okay. 24 Q In this paragraph, you're referring to 25 reasons the FDA deems a drug as misbranded. Do you</p>	<p style="text-align: right;">Page 97</p> <p>1 were misbranded. And paragraph 23 is providing 2 a definition by the FDA of what "misbranded" 3 means. 4 BY MR. GOLDBERG: 5 Q And my particular question is, were 6 you asked to assume that any of these particular 7 reasons occurred with respect to the at-issue 8 valsartan products? 9 MR. HONIK: Object to the form, asked 10 and answered. 11 THE WITNESS: I was asked to assume 12 that the at-issue valsartan products were 13 misbranded. "Misbranded" is defined by the 14 U.S. Food and Drug Administration in a very 15 particular way. And that definition is 16 provided in Paragraph 23 of my report. 17 BY MR. GOLDBERG: 18 Q Looking at Paragraph 23, which of 19 these specific reasons for misbranding do you 20 believe applied in this -- with respect to the 21 at-issue valsartan products? 22 MR. HONIK: Object to the form, asked 23 and answered. 24 THE WITNESS: The complaint uses the 25 term "misbranded." From the perspective of</p>

25 (Pages 94 - 97)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 98</p> <p>1 regulation of pharmaceutical industry, there is</p> <p>2 a particular definition of misbranding that the</p> <p>3 U.S. Food and Drug Administration uses. My</p> <p>4 understanding, and what I was asked to assume,</p> <p>5 is that the term "misbranded" is specific to</p> <p>6 the U.S. Food and Drug Administration's</p> <p>7 definition. And the definition is listed here</p> <p>8 and is inclusive.</p> <p>9 BY MR. GOLDBERG:</p> <p>10 Q You -- you understand that a</p> <p>11 misbranding can occur for any one of these reasons,</p> <p>12 right?</p> <p>13 A Again, I was asked to assume that</p> <p>14 these products were misbranded.</p> <p>15 The definition of "misbranding" by the</p> <p>16 U.S. Food and Drug Administration is provided here,</p> <p>17 and it's inclusive.</p> <p>18 Q So you don't agree with my question?</p> <p>19 You don't agree that any one of these that are</p> <p>20 listed in 20 -- in Paragraph 23 could be a reason</p> <p>21 for misbranding?</p> <p>22 MR. HONIK: Object to form, asked and</p> <p>23 answered.</p> <p>24 THE WITNESS: Okay. The FDA has a</p> <p>25 very specific definition of "misbranded." It</p>	<p style="text-align: right;">Page 100</p> <p>1 MR. GOLDBERG: No. Counsel --</p> <p>2 MR. HONIK: No.</p> <p>3 MR. GOLDBERG: Counsel, let me just</p> <p>4 say that you -- you are interfering with this</p> <p>5 deposition, and the witness is clearly</p> <p>6 filibustering. And we will -- we will not</p> <p>7 continue with this. Judge Vanaskie has been</p> <p>8 very clear that he will not permit</p> <p>9 filibustering by witnesses, period. He's</p> <p>10 actually sanctioned witnesses for it. And if</p> <p>11 we have to do it, we will get him on the phone</p> <p>12 for this.</p> <p>13 I tried to do this with you off the</p> <p>14 record, but you refused. I tried to do this in</p> <p>15 a way that would not color the testimony, but</p> <p>16 you did not want to do that. You wanted it on</p> <p>17 the record. The reality is, as the last five</p> <p>18 questions will demonstrate, this witness is</p> <p>19 filibustering and not answering the questions</p> <p>20 that are being asked. Period.</p> <p>21 MR. HONIK: It seems to me with the</p> <p>22 last five questions --</p> <p>23 MR. GOLDBERG: If you want to continue</p> <p>24 in this way, we will conclude the deposition</p> <p>25 with a call to Judge Vanaskie.</p>
<p style="text-align: right;">Page 99</p> <p>1 is stated here. In my Paragraph 23 of my</p> <p>2 report, it says, "Reasons that the FDA deems a</p> <p>3 drug as misbranded include, but are not limited</p> <p>4 to:" and then it enumerates the specifics. I'd</p> <p>5 be happy to go on and provide those</p> <p>6 specifics --</p> <p>7 BY MR. GOLDBERG:</p> <p>8 Q So I'm asking you --</p> <p>9 MR. HONIK: Don't interrupt the</p> <p>10 witness. Don't interrupt the witness.</p> <p>11 BY MR. GOLDBERG:</p> <p>12 Q I would like you to --</p> <p>13 MR. GOLDBERG: I'm not interrupting</p> <p>14 her.</p> <p>15 MR. HONIK: Do not interrupt the</p> <p>16 witness.</p> <p>17 BY MR. GOLDBERG:</p> <p>18 Q I would like to you answer my</p> <p>19 question.</p> <p>20 MR. HONIK: If you persist in</p> <p>21 interrupting the witness in the middle of her</p> <p>22 responses, we will conclude the deposition.</p> <p>23 She was in the middle of her response.</p> <p>24 Ms. Moskowitz, can you please read</p> <p>25 back the question and the answer?</p>	<p style="text-align: right;">Page 101</p> <p>1 MR. HONIK: What the last five</p> <p>2 questions and responses revealed to me is your</p> <p>3 ignorance in understanding the witness, full</p> <p>4 stop. We will not proceed until and unless you</p> <p>5 allow the witness to complete her responses,</p> <p>6 even if you don't like them.</p> <p>7 Accordingly, I will ask the reporter</p> <p>8 to read the pending question and as much as</p> <p>9 Dr. Conti's response as she has so that she may</p> <p>10 complete her response. And then you should</p> <p>11 feel free to ask another question.</p> <p>12 Ms. Moskowitz?</p> <p>13 COURT REPORTER: Sure.</p> <p>14 (Whereupon, the answer was read back</p> <p>15 as requested.)</p> <p>16 MR. HONIK: Do you wish to complete</p> <p>17 your response, Dr. Conti, or have you lost your</p> <p>18 train of thought?</p> <p>19 THE WITNESS: I have not lost my train</p> <p>20 of thought, but I don't have to...</p> <p>21 So, again, I was asked to assume that</p> <p>22 these products were misbranded. "Misbranded"</p> <p>23 from the FDA's perspective has its very</p> <p>24 specific definition that's enumerated -- that's</p> <p>25 listed in Paragraph 23. And that -- that</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 102</p> <p>1 definition of "misbranded" is inclusive. 2 BY MR. GOLDBERG: 3 Q Let's try it like this: Which -- 4 which of these enumerated factors of misbranding 5 apply to the at-issue products -- the at-issue 6 valsartan products? 7 MR. HONIK: Objection, asked and 8 answered and outside the scope of her report. 9 You may respond. 10 THE WITNESS: I was asked to assume 11 these products were misbranded, and -- and 12 again, that the definition of "misbranded" was 13 inclusive of all, but -- but not limited to 14 these factors. 15 BY MR. GOLDBERG: 16 Q So you weren't asked to assume any 17 particular fact -- any particular reason for 18 misbranding. You were just asked to assume 19 misbranding based on the definition of 20 "misbranding"? 21 MR. HONIK: Object to form, asked and 22 answered. 23 BY MR. GOLDBERG: 24 Q And -- 25 COURT REPORTER: I'm sorry. I didn't</p>	<p style="text-align: right;">Page 104</p> <p>1 BY MR. GOLDBERG: 2 Q So you were asked to assume the drugs 3 were adulterated based on all of the different 4 factors the FDA might consider a drug adulterated? 5 MR. HONIK: Object to the form. 6 BY MR. GOLDBERG: 7 Q Those listed -- those listed here and 8 those that are not listed here? 9 MR. HONIK: Object to the form, asked 10 and answered. 11 THE WITNESS: Again, I was -- so any 12 one of these factors can make a product 13 adulterated in the view of the FDA, just like 14 any one of these factors could be considered -- 15 would make a product misbranded, according to 16 Paragraph 23 and -- and beyond. 17 I was asked to assume that these 18 products are considered to be adulterated and 19 misbranded according to the FDA's definition, 20 which is inclusive of all of the factors 21 listed, both in my report and alluded to -- and 22 alluded to as additional. 23 BY MR. GOLDBERG: 24 Q Let's turn back to Paragraph 6 of your 25 report. It's on Page 3 of your report.</p>
<p style="text-align: right;">Page 103</p> <p>1 hear a response. 2 THE WITNESS: Correct. 3 COURT REPORTER: Thank you. 4 BY MR. GOLDBERG: 5 Q And if you -- if you look at the -- 6 the immediately preceding paragraph, Paragraph 22, 7 you provide the reasons the FDA deems a drug 8 adulterated, correct? 9 A I -- no. That is not what the 10 paragraph states. The paragraph states the reasons 11 the FDA deems a drug adulterated to include, but not 12 be limited to factors that are listed here. 13 Q And is the same true with respect to 14 adulteration, that you were asked to assume the 15 drugs were adulterated based on the definition of 16 "adulterated" as we see it here? 17 MR. HONIK: Object to form. 18 THE WITNESS: The FDA has a very 19 specific definition of "adulteration," which is 20 listed here, but again, it's inclusive. I was 21 asked to assume that adulteration -- that the 22 use of the term "adulteration" in the -- in the 23 complaint is inclusive of these factors and the 24 other factors that the FDA considers a product 25 to be adulterated.</p>	<p style="text-align: right;">Page 105</p> <p>1 Here you say -- and I'm looking in the 2 middle of the paragraph -- "Prescription drugs that 3 are adulterated and misbranded are neither 4 recognized by the United States government as 5 legitimate products to be sold by manufacturers nor 6 paid for by payors; nor are they considered 7 legitimate products by the pharmaceutical industry." 8 What do you mean by "legitimate 9 products"? 10 A I mean that a product that does not 11 meet cGMP regulations cannot be entered into the 12 legal class of trade into the United States 13 pharmaceutical trade. That means that pharmacies 14 can't sell products that don't meet cGMP practices 15 and standards, and nor can -- and nor do payors pay 16 for product -- 17 COURT REPORTER: And nor do payors... 18 THE WITNESS: Pay for products that do 19 not meet cGMP. 20 BY MR. GOLDBERG: 21 Q Is it -- is it the fact that there's a 22 cGMP violation that makes the product not 23 legitimate, or is it the fact that, as you put it, 24 pharmacies wouldn't pay for it, that consumers 25 wouldn't pay for it? What makes the product not</p>

27 (Pages 102 - 105)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 106</p> <p>1 legitimate?</p> <p>2 MR. HONIK: Object to form, asked an</p> <p>3 answered.</p> <p>4 THE WITNESS: Violation of cGMP.</p> <p>5 Remember -- and -- and also just to</p> <p>6 make sure that I understand your question,</p> <p>7 payors pay for products, consumers and</p> <p>8 insurers, right? Pharmacies may stock products</p> <p>9 for sale.</p> <p>10 BY MR. GOLDBERG:</p> <p>11 Q Is it your understanding that any cGMP</p> <p>12 violation would make a product not legitimate?</p> <p>13 MR. HONIK: Object to form, outside</p> <p>14 the scope of her report.</p> <p>15 You may answer.</p> <p>16 THE WITNESS: Manufacturers must</p> <p>17 attest to their compliance with cGMP practices</p> <p>18 in order to enter their products into the U.S.</p> <p>19 class of trade and then throughout the</p> <p>20 pharmaceutical supply chain, both as a</p> <p>21 condition of sale into the U.S. and then</p> <p>22 yearly.</p> <p>23 BY MR. GOLDBERG:</p> <p>24 Q Okay. Is it -- is it your</p> <p>25 understanding that any cGMP violation would make the</p>	<p style="text-align: right;">Page 108</p> <p>1 THE WITNESS: That is not my</p> <p>2 testimony, sir.</p> <p>3 BY MR. GOLDBERG:</p> <p>4 Q So a product that has a cGMP violation</p> <p>5 could be a legitimate product, in your view?</p> <p>6 MR. HONIK: Object to the form, asked</p> <p>7 and answered, beyond the scope.</p> <p>8 THE WITNESS: Again -- thank you.</p> <p>9 Again, pharmacy manufacturers cannot</p> <p>10 enter their products into the U.S. -- the</p> <p>11 closed U.S. chain of pharmaceutical products</p> <p>12 sold, bought, insured, consumed and -- by</p> <p>13 pharmacies, et cetera, if they do not meet</p> <p>14 cGMPs both upon launch -- they can't actually</p> <p>15 enter the U.S. market, and they can't sell over</p> <p>16 time unless they make the attestation that</p> <p>17 their products are cGMP compliant.</p> <p>18 BY MR. GOLDBERG:</p> <p>19 Q Is it your testimony that products</p> <p>20 produced by a manufacturer where there are cGMP</p> <p>21 violations cannot be sold in the U.S.?</p> <p>22 MR. HONIK: Object to the form, asked</p> <p>23 and answered.</p> <p>24 THE WITNESS: Okay. Again, a</p> <p>25 pharmaceutical manufacturer cannot --</p>
<p style="text-align: right;">Page 107</p> <p>1 product not legitimate?</p> <p>2 MR. HONIK: Object to form.</p> <p>3 BY MR. GOLDBERG:</p> <p>4 Q In your view?</p> <p>5 MR. HONIK: Object to form, asked and</p> <p>6 answered, beyond the scope.</p> <p>7 THE WITNESS: So, again -- again, my</p> <p>8 understanding is that pharmaceutical</p> <p>9 manufacturers that want to sell their product</p> <p>10 into the closed pharmaceutical chain in the</p> <p>11 United States must attest that their products</p> <p>12 meet cGMP. But when they first enter and</p> <p>13 launch into the market, that's a conditional on</p> <p>14 launch -- that their launch is conditional on</p> <p>15 that attestation. And then annually</p> <p>16 thereafter.</p> <p>17 THE COURT REPORTER: And then</p> <p>18 annually, they're...</p> <p>19 THE WITNESS: Thereafter.</p> <p>20 COURT REPORTER: Okay.</p> <p>21 BY MR. GOLDBERG:</p> <p>22 Q So it's your testimony that any cGMP</p> <p>23 violation would make a product not legitimate?</p> <p>24 MR. HONIK: Object to the form, asked</p> <p>25 and answered.</p>	<p style="text-align: right;">Page 109</p> <p>1 BY MR. GOLDBERG:</p> <p>2 Q My question is a yes or no question.</p> <p>3 MR. HONIK: You're interrupting the</p> <p>4 witness.</p> <p>5 MR. GOLDBERG: I am because my</p> <p>6 question is yes or no question.</p> <p>7 MR. HONIK: The witness is permitted</p> <p>8 to answer it in whatever manner she believes is</p> <p>9 appropriate. You have interrupted her.</p> <p>10 MR. GOLDBERG: Actually -- actually,</p> <p>11 that's not what happens under the rules in this</p> <p>12 case. If it's a yes or no question, the</p> <p>13 witness should say yes or no and then qualify</p> <p>14 their answer if need be.</p> <p>15 MR. HONIK: Yeah. Whatever you</p> <p>16 believe is -- is fine, Seth. You're not to</p> <p>17 interrupt her. If you persist in interrupting</p> <p>18 her, then we'll have to stop the deposition.</p> <p>19 But as far as I can see, you have asked her the</p> <p>20 same question a half dozen times. She's --</p> <p>21 she's being quite level with you in responding.</p> <p>22 I'm protecting the record.</p> <p>23 Madam reporter, let's have the</p> <p>24 question, and we'll have Dr. Conti answer it</p> <p>25 again.</p>

28 (Pages 106 - 109)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 110</p> <p>1 (Whereupon, the question was read back 2 as requested.) 3 MR. HONIK: And then I've noted my 4 objection. 5 You can respond, Dr. Conti. 6 THE WITNESS: Thank you. 7 Pharmaceutical manufacturers are not 8 allowed to sell their products into the U.S. 9 without meeting cGMP standards both upon their 10 launch and over time. And just to be really 11 clear, it is -- from -- from the 12 U.S. regulator's perspective, it is on the 13 manufacturer to ensure and to attest that they 14 are manufacturing their products to the gold 15 standard of cGMP that is -- as outlined by the 16 U.S. Food and Drug Administration. 17 BY MR. GOLDBERG: 18 Q Is it -- do you -- is it your view 19 that -- is it your understanding that any cGMP 20 violation would prevent a manufacturer from selling 21 the product in the case -- in the U.S.? 22 MR. HONIK: Object to form, asked and 23 answered and beyond the scope. 24 You may respond. 25 THE WITNESS: Again --</p>	<p style="text-align: right;">Page 112</p> <p>1 MR. GOLDBERG: Why don't we -- 2 THE WITNESS: I think there's a 3 pending question. Would you like me the answer 4 it? 5 MR. GOLDBERG: No, I will withdraw 6 that. I can withdraw that question. 7 THE WITNESS: Okay. May I ask -- I'm 8 not sure what time it is in the real world. 9 MR. HONIK: It's 1:12 p.m. Is this a 10 good time to break for lunch, Dr. Conti? 11 MR. GOLDBERG: Sure. 12 THE WITNESS: That would be great. 13 Thank you. 14 MR. HONIK: And for your comfort, how 15 much time would you like? 16 THE WITNESS: Can we have half an 17 hour, please? 18 MR. HONIK: Yes. So we'll resume at 19 1:45. 20 THE WITNESS: Thank you. 21 THE VIDEOGRAPHER: The time is 1:13. 22 This ends Media Unit Number 2. We're going off 23 the record. 24 (Whereupon, a lunch recess was taken.) 25 THE VIDEOGRAPHER: The time is 1:53.</p>
<p style="text-align: right;">Page 111</p> <p>1 MR. GOLDBERG: When you say "beyond 2 the scope" -- can I just get a clarification 3 counsel? When you say "beyond the scope," what 4 do you mean? 5 MR. HONIK: Happily. You've 6 established that Dr. Conti was retained to 7 provide opinions and calculations regarding the 8 injury and damages incurred by classes of 9 consumers and end-payors in this matter. 10 To do so, she was assigned -- she must 11 assign an economic value to prescription drugs 12 that were adulterated and misbranded, two terms 13 that she's now defined for you, as outlined in 14 the complaint. As such, she's not our cGMP 15 expert. We have such an expert. He's been 16 deposed. And I'm merely pointing out to you 17 that if you want to drill down on cGMP 18 standards beyond what Dr. Conti, as a health 19 economist, needs to know, I think you're 20 wasting time. 21 But more importantly, it's beyond the 22 scope of her expertise and her report, which 23 you, yourself, established about two hours ago. 24 That's the basis for my objection when 25 I say "beyond the scope." Let's proceed.</p>	<p style="text-align: right;">Page 113</p> <p>1 This begins Media Unit Number 3. We're back on 2 the record. 3 BY MR. GOLDBERG: 4 Q Dr. Conti, if you look at Paragraph 6 5 of your report -- 6 A Just one second. Let me get it. 7 Okay. 8 Q The last sentence in this paragraph, 9 you use the phrase, "non-product status." What do 10 you mean by "non-product status"? 11 A Only prescription drugs -- only 12 products that have met the evidentiary standard for 13 cGMP, in addition to safety and efficacy, are 14 allowed to be sold into the U.S. market trade. 15 So products that do not meet that 16 standard of being manufactured to good manufacturing 17 practices -- or according to good manufacturing 18 practices, plus are safe and efficacious, are 19 allowed to be sold into the -- into the U.S. product 20 market. Those that do not meet that standard are 21 not -- are not -- according -- according to the 22 U.S. Food and Drug Administration, would be not 23 allowed. 24 Q When you use the terms "safety" and 25 "efficacy," can you explain what you mean by the</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 114</p> <p>1 term -- by each of those terms?</p> <p>2 A All right. Again, this is a -- this</p> <p>3 is one of the most highly regulated consumer product</p> <p>4 markets, and so the FDA has very specific</p> <p>5 definitions of "safety" and "efficacy."</p> <p>6 What I mean here is that the product</p> <p>7 is judged to be safe and efficacious according to</p> <p>8 the U.S. Food and Drug Administration's rules.</p> <p>9 Q You don't have an independent</p> <p>10 understanding of safety and efficacy? It's just</p> <p>11 based on what the FDA would determine to be safe and</p> <p>12 effective?</p> <p>13 MR. HONIK: Object to the form.</p> <p>14 THE WITNESS: For my purposes in this</p> <p>15 report, correct. The definitions I'm using of</p> <p>16 safety and efficacy and meeting cGMP are those</p> <p>17 that relate to the</p> <p>18 Food and Drug Administration's definitions.</p> <p>19 BY MR. GOLDBERG:</p> <p>20 Q If you scroll down -- or if you go</p> <p>21 down to Paragraph 7 -- I know you have a hard copy</p> <p>22 in front of you. The last sentence of this</p> <p>23 paragraph, you say, "Prescription drugs that are</p> <p>24 adulterated and misbranded have no economic value.</p> <p>25 They are worthless."</p>	<p style="text-align: right;">Page 116</p> <p>1 efficacious as -- as attested to in the drug's</p> <p>2 manufacturing report to the</p> <p>3 Food and Drug Administration.</p> <p>4 BY MR. GOLDBERG:</p> <p>5 Q So products that have such an</p> <p>6 attestation have value, right?</p> <p>7 MR. HONIK: Object to form.</p> <p>8 THE WITNESS: You mischaracterized my</p> <p>9 testimony.</p> <p>10 BY MR. GOLDBERG:</p> <p>11 Q I'm asking you a question. Products</p> <p>12 that have the attestation you described have value,</p> <p>13 correct?</p> <p>14 MR. HONIK: Object to form.</p> <p>15 THE WITNESS: Okay. Again,</p> <p>16 prescription -- pharmaceutical manufacturers</p> <p>17 are not allowed to sell products into the U.S.</p> <p>18 market that are not produced in a manner of</p> <p>19 cGMP compliant, plus are safe and efficacious</p> <p>20 as judged by the Food and Drug Administration.</p> <p>21 There is a long and very complicated</p> <p>22 route for a product to be judged, a drug, a</p> <p>23 prescription drug, that is allowed to be</p> <p>24 entered into the U.S. class of trade.</p> <p>25 Manufacturers have to meet all of those</p>
<p style="text-align: right;">Page 115</p> <p>1 What do you mean by "worthless"?</p> <p>2 A I mean this is in --</p> <p>3 COURT REPORTER: You mean this in...</p> <p>4 THE WITNESS: Thank you.</p> <p>5 I mean this in -- in economic sense,</p> <p>6 that there is no legitimate supply curve of</p> <p>7 products -- of products that do not meet the</p> <p>8 standard of cGMP in addition to being --</p> <p>9 THE COURT REPORTER: In addition to</p> <p>10 being...</p> <p>11 THE WITNESS: Judged safe and</p> <p>12 efficacious by the</p> <p>13 Food and Drug Administration.</p> <p>14 BY MR. GOLDBERG:</p> <p>15 Q Is it -- is it your view that there's</p> <p>16 no degree of adulteration when it comes to</p> <p>17 worthlessness and that all adulterated drugs, for</p> <p>18 any reason, are worthless?</p> <p>19 MR. HONIK: Object to form.</p> <p>20 THE WITNESS: So my understanding is</p> <p>21 that in order to be allowed to be sold into the</p> <p>22 U.S. supply chain of prescription drugs, the</p> <p>23 manufacturer needs to attest that these</p> <p>24 products are manufactured according to cGMP, at</p> <p>25 minimum, and in addition, are safe and</p>	<p style="text-align: right;">Page 117</p> <p>1 standards, both in terms of attestation -- in</p> <p>2 other words, they can say these things, but</p> <p>3 they -- but they are also judged by the</p> <p>4 regulator itself about whether or not these</p> <p>5 things are actually --</p> <p>6 THE COURT REPORTER: Are actually...</p> <p>7 THE WITNESS: True.</p> <p>8 BY MR. GOLDBERG:</p> <p>9 Q So products that are sold with that</p> <p>10 attestation have value?</p> <p>11 MR. HONIK: Object to form, asked and</p> <p>12 answered.</p> <p>13 THE WITNESS: Okay. Again, it's not</p> <p>14 just the attestation that matters. The U.S.</p> <p>15 regulator requires that any products that want</p> <p>16 to be sold into the U.S. market that is going</p> <p>17 to be considered a prescription drug, must be</p> <p>18 produced in accordance with cGMP and be safe</p> <p>19 and efficacious. And the manufacturer just --</p> <p>20 can't just say that. They actually have to</p> <p>21 prove it to the regulator.</p> <p>22 It is in that meaning that I mean that</p> <p>23 those products have value. In other words,</p> <p>24 products that -- I can say it in a different</p> <p>25 way, which is products have value. There is a</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 118</p> <p>1 legitimate supply curve if and only if they are 2 produced according to cGMP and are safe and 3 efficacious, both by attestation and by 4 proof -- by empirical proof. 5 BY MR. GOLDBERG: 6 Q If the FDA is permitting those 7 products to be sold, they have value? 8 A For prescription drugs, drugs that are 9 actually called "drugs" by the 10 Food and Drug Administration, they -- and are sold 11 at pharmacies, and dispensed to American patients by 12 physicians or by pharmacy chains, those products 13 must meet the evidentiary standard of, they are 14 produced according to cGMP, they are not adulterated 15 or misbranded, and they are safe and efficacious, 16 for the -- for the disease -- specific indication 17 that the Food and Drug Administration approves that 18 product for. 19 COURT REPORTER: I'm sorry. The 20 Food and Drug Administration... 21 THE WITNESS: Approves that product to 22 be sold for or used for. 23 BY MR. GOLDBERG: 24 Q So if the FDA has permitted -- 25 if -- permitted prescription drugs to be sold at</p>	<p style="text-align: right;">Page 120</p> <p>1 hold on. It's actually on the manufacturer to 2 ensure that that product is what it says it is on 3 the product's -- on the product's label. 4 BY MR. GOLDBERG: 5 Q Okay. So you -- you seem to be 6 emphasizing the word "enter." Is there some 7 particular emphasis you're putting on that? 8 A I don't -- I'm not sure what you mean 9 by that question. 10 Q You keep saying the FDA will not 11 allow -- a manufacturer cannot -- you -- you -- what 12 you said is drugs cannot enter into the U.S. class 13 of trade without meeting the evidentiary standard. 14 What do you mean by "enter into the U.S. class of 15 trade"? 16 A I mean they are not allowed to be sold 17 into the U.S. market without meeting the evidentiary 18 standard of being produced, at minimum, by cGMP and 19 meeting other evidentiary standards, as well. 20 Q So what are the evidentiary standards 21 that you're referring to? You have cGMP violations. 22 A I'm confused. 23 Q You used the phrase "evidentiary 24 standard" in the four -- in your last four answers. 25 What are the evidentiary standards you're referring</p>
<p style="text-align: right;">Page 119</p> <p>1 pharmacies, you would agree that those drugs have a 2 value? 3 MR. HONIK: Object to form, asked and 4 answered. 5 THE WITNESS: Well, wait. So it's not 6 just that. So again, according to the 7 regulator, a prescription drug is not allowed 8 to enter into the U.S. class of trade, sold to 9 a consumer, covered by a manufacturer -- or by 10 an insurer, unless they meet the evidentiary 11 standard of -- of being produced in accordance 12 with cGMP at a minimum, and meet other 13 requirements, as well. 14 BY MR. GOLDBERG: 15 Q Are you aware of any instance where a 16 drug was sold, but it did not meet the minimum, as 17 you put it, cGMP requirements? 18 A Again, drugs cannot enter into the 19 U.S. class of trade without meeting the evidentiary 20 standard. What I mean by that is the FDA will not 21 approve a drug to enter into the U.S. class of trade 22 without meeting the evidentiary standard and the 23 manufacturer attesting that they are meeting that 24 standard. 25 It is actually on the manufacturer --</p>	<p style="text-align: right;">Page 121</p> <p>1 to? 2 MR. HONIK: Object to form, asked and 3 answered and beyond the scope of her report. 4 THE WITNESS: Okay. So you can look 5 at Paragraph 6 of my report, "Federal law, as 6 codified by regulations of the 7 Food and Drug Administration, mandates that 8 prescription drugs be produced in accordance 9 with cGMP to ensure that the drugs meet the 10 legal requirements of safety and that they have 11 the quality, purity, identity and strength they 12 are represented to conduct." 13 That's what I mean by the evidentiary 14 standard of being sold into the U.S. or being 15 legitimate products. 16 BY MR. GOLDBERG: 17 Q Let's take each one of those. What do 18 you understand the term "quality," as you've used 19 it, to mean? 20 A Quality is a process, from the 21 U.S. Food and Drug Administration's perspective, so 22 the print is both what it says it is, but it's also 23 manufactured in a process that is a quality 24 manufacturing process that meets cGMP. 25 Q What do you understand the term</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 122</p> <p>1 "purity" to mean, as you're using it?</p> <p>2 A I mean, again, it's in accordance with</p> <p>3 the Food and Drug Administration's definition of it.</p> <p>4 So purity, identity and strength are all the FDA's</p> <p>5 definition.</p> <p>6 Q Okay. You're -- so you're -- when</p> <p>7 you're using the term, you're really -- you're just</p> <p>8 saying based on how the FDA defines these terms?</p> <p>9 A Yes.</p> <p>10 Q Correct?</p> <p>11 A Exactly. Just like my use of the term</p> <p>12 "adulterated," my use of the term "misbranded," they</p> <p>13 are all related to the U.S. government's definition</p> <p>14 inclusive of how these terms are actually being --</p> <p>15 being used.</p> <p>16 Q How these terms are being written in</p> <p>17 the regulations, that's what you're referring to?</p> <p>18 A Correct.</p> <p>19 Q I still want to understand. If a</p> <p>20 drug -- if a prescription drug is being sold -- so</p> <p>21 there's a supply for it. And people are buying it,</p> <p>22 so there's a demand for it. Does it -- is it still</p> <p>23 worthless if it doesn't meet some of these</p> <p>24 evidentiary standards?</p> <p>25 MR. HONIK: Object to form.</p>	<p style="text-align: right;">Page 124</p> <p>1 And I am just confirming. So you're</p> <p>2 not thinking about it in terms of demand, you're</p> <p>3 thinking about it in terms of supply?</p> <p>4 A What is "it" in your question?</p> <p>5 Q The -- the question of whether the</p> <p>6 drug is -- a drug is worthless?</p> <p>7 A So, again, from an economic</p> <p>8 perspective, there is no legitimate supply curve for</p> <p>9 a product that is adulterated and misbranded. That</p> <p>10 is by statute. Consumers can demand products that</p> <p>11 are illegal or illegitimate, but they're -- but a</p> <p>12 pharmacy can't sell a product that does not -- for</p> <p>13 which the manufacturer has not met the evidentiary</p> <p>14 standard and have been approved by the U.S.</p> <p>15 regulator for use in that -- in that context.</p> <p>16 Q Do you have any -- I don't see it</p> <p>17 here. Did you cite to any economic treatise for the</p> <p>18 notion that if there is -- there is no legitimate</p> <p>19 supply curve for a product that is adulterated and</p> <p>20 misbranded?</p> <p>21 A This is one of the most -- one of the</p> <p>22 most highly regulated consumer product markets</p> <p>23 that -- that exists in the United States. U.S.</p> <p>24 is -- maintains the gold standard for quality of its</p> <p>25 prescription drug supply.</p>
<p style="text-align: right;">Page 123</p> <p>1 THE WITNESS: My statement is one</p> <p>2 related to the supply curve, not the demand</p> <p>3 curve. By definition, there is no supply of</p> <p>4 drugs -- of product that do not meet the</p> <p>5 definition of a "drug" according to the</p> <p>6 Food and Drug Administration. In order for a</p> <p>7 manufacturer to sell a product that meets the</p> <p>8 definition of the term "drug," it must meet the</p> <p>9 evidentiary standards of meeting and attesting</p> <p>10 to the cGMP production and be safe and</p> <p>11 efficacious for the indicated use.</p> <p>12 BY MR. GOLDBERG:</p> <p>13 Q So the demand -- you're -- you're not</p> <p>14 considering demand in that analysis, you're focusing</p> <p>15 on --</p> <p>16 THE COURT REPORTER: Can you repeat</p> <p>17 that question, please?</p> <p>18 BY MR. GOLDBERG:</p> <p>19 Q You're not considering demand in your</p> <p>20 analysis, you're focusing on the supply?</p> <p>21 A In my analysis, I don't know what you</p> <p>22 mean by my -- "in my analysis."</p> <p>23 Q You said, "My statement is related to</p> <p>24 the supply curve, not the demand curve. By</p> <p>25 definition, there is no supply of drugs."</p>	<p style="text-align: right;">Page 125</p> <p>1 Every pharmaceutical manufacturer that</p> <p>2 sells products through to pharmacies and ultimately</p> <p>3 to American consumers, knows what the rules are.</p> <p>4 The rules are they must meet the evidentiary</p> <p>5 standard of permitting to quality manufacturing and</p> <p>6 be safe and efficacious.</p> <p>7 From an economic standpoint, that --</p> <p>8 it is meeting those regulations that allow there to</p> <p>9 be a supply of a product. I don't need to -- you</p> <p>10 can't think about the supply curve of prescription</p> <p>11 drugs without understanding what the regulation is</p> <p>12 that allows them to be sold to the U.S. That's</p> <p>13 your -- that's actually health economics 101.</p> <p>14 Q Well, I'm trying to understand which</p> <p>15 health economics 101 treatise or authority you're</p> <p>16 citing for the notion that -- because in your view,</p> <p>17 there's no legitimate supply curve, a drug is</p> <p>18 worthless?</p> <p>19 MR. HONIK: Object to form, asked and</p> <p>20 answered.</p> <p>21 I'm sorry. Please answer, Dr. Conti.</p> <p>22 THE WITNESS: Thank you.</p> <p>23 It's not my view. This is the U.S.</p> <p>24 regulator's perspective. The U.S. regulator</p> <p>25 does not -- does not view -- does not allow</p>

RESTRICTED CONFIDENTIAL

Page 126	Page 128
<p>1 drugs to be sold into the U.S. market that do</p> <p>2 not meet the evidentiary standard. And it's</p> <p>3 prescription drug manufacturers themselves that</p> <p>4 have wanted that standard to be as it is.</p> <p>5 And so I -- I mean, there's plenty of</p> <p>6 published literature that talks about this, the</p> <p>7 importance of the evidentiary standard to the</p> <p>8 supply of these products, and I cite some of</p> <p>9 that in my report. But every pharmaceutical</p> <p>10 manufacturer that is allowed to sell into the</p> <p>11 U.S. market knows what the standard is.</p> <p>12 BY MR. GOLDBERG:</p> <p>13 Q You're -- you're not answering my</p> <p>14 question. My question is what economic support do</p> <p>15 you have for the notion that, if there's no supply,</p> <p>16 the drug is worthless?</p> <p>17 MR. HONIK: Object to the form, asked</p> <p>18 and answered.</p> <p>19 THE WITNESS: This is economics 101.</p> <p>20 If you go -- I'm more than happy to show you</p> <p>21 the picture. But there can be no price for a</p> <p>22 product that does not have a demand curve</p> <p>23 meeting a supply curve. There is no economic</p> <p>24 price if there is no legitimate supply curve.</p> <p>25 There are plenty of economic textbooks</p>	<p>1 counsel, don't coach the witness. Don't</p> <p>2 interfere.</p> <p>3 MR. HONIK: This witness needs to be</p> <p>4 heard --</p> <p>5 MR. GOLDBERG: Counsel, don't say a</p> <p>6 word. The question is pending. Witness will</p> <p>7 answer without your interruption. If you want</p> <p>8 to say objection, you can say objection.</p> <p>9 MR. HONIK: I will say as many words</p> <p>10 as I deem appropriate --</p> <p>11 MR. GOLDBERG: If you want to say</p> <p>12 objection to form, say it, but don't --</p> <p>13 MR. HONIK: I will protect the record</p> <p>14 in the manner in which I see fit.</p> <p>15 MR. GOLDBERG: No. You will interfere</p> <p>16 with the record.</p> <p>17 MR. HONIK: What I'm -- what I'm now</p> <p>18 trying to do, because I believe you've asked</p> <p>19 the witness the same exact question 6, 7, maybe</p> <p>20 10 times, is to clarify. And if -- and if</p> <p>21 you're asking a different question, then</p> <p>22 perhaps she can answer it differently. I'm</p> <p>23 simply trying to move things along.</p> <p>24 Is your question whether or not</p> <p>25 consumers, during the relevant period that</p>
Page 127	Page 129
<p>1 that explain that an economic price is related</p> <p>2 to both demand and supply, and its -- and, you</p> <p>3 know, its relationship to each other.</p> <p>4 BY MR. GOLDBERG:</p> <p>5 Q Was it -- there was an economic --</p> <p>6 there was an economic price that was paid for</p> <p>7 valsartan between 2012 and 2018, right?</p> <p>8 MR. HONIK: Object to the form. Are</p> <p>9 you asking if consumers paid for it, paid for</p> <p>10 this drug?</p> <p>11 THE WITNESS: I don't understand what</p> <p>12 you're asking.</p> <p>13 MR. GOLDBERG: Counsel --</p> <p>14 BY MR. GOLDBERG:</p> <p>15 Q I'm using your phrase, "economic</p> <p>16 price." There was an economic price paid for</p> <p>17 valsartan between 2012 and 2018, right?</p> <p>18 MR. HONIK: Right. And our lawsuit</p> <p>19 seeks --</p> <p>20 MR. GOLDBERG: Counsel, you're not --</p> <p>21 counsel, don't testify. Don't interrupt. Let</p> <p>22 the witness answer the question.</p> <p>23 MR. HONIK: You have now asked the</p> <p>24 same question six times.</p> <p>25 MR. GOLDBERG: Counsel, don't --</p>	<p>1 you've now raised, actually --</p> <p>2 MR. GOLDBERG: I want to ask my</p> <p>3 question. Don't ask my question.</p> <p>4 MR. HONIK: I know. I'm not --</p> <p>5 MR. GOLDBERG: No, stop. Ruben, stop.</p> <p>6 It's improper, and stop.</p> <p>7 MR. HONIK: Here is what we're going</p> <p>8 to do.</p> <p>9 MR. GOLDBERG: Stop it.</p> <p>10 MR. HONIK: Here's what we're going to</p> <p>11 do. Here's what we're going to do.</p> <p>12 MR. GOLDBERG: Tell me what we're</p> <p>13 going to do.</p> <p>14 MR. HONIK: If you persist in asking</p> <p>15 the same question again, then we will have to</p> <p>16 stop. I think the witness has responded -- I</p> <p>17 think the witness has responded completely to</p> <p>18 your question. You seem not to understand --</p> <p>19 MR. GOLDBERG: The objection is asked</p> <p>20 and answered. If that's your objection, say</p> <p>21 it.</p> <p>22 MR. HONIK: Is there a pending</p> <p>23 question?</p> <p>24 BY MR. GOLDBERG:</p> <p>25 Q Dr. Conti -- Dr. Conti, there was an</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 130</p> <p>1 economic price that was paid for valsartan between 2 2012 and 2018, correct? 3 MR. HONIK: Object to form, asked and 4 answered. 5 THE WITNESS: Okay. Again, let's 6 start at the beginning. From my perspective, 7 prospectively, there may be a demand curve for 8 products that exist that cannot be met by a 9 legitimate supply curve. In -- you can't get 10 an economic price if there is not both a demand 11 curve and a legitimate supply curve. 12 In this matter, I was asked to assume 13 that these products at issue between 2012 and 14 2018 were adulterated and misbranded according 15 to the Food and Drug Administration's 16 definition. 17 By definition, if they were both 18 adulterated and misbranded, there is no 19 legitimate supply curve. And therefore, demand 20 and supply cannot meet, and there cannot be an 21 economic price. 22 BY MR. GOLDBERG: 23 Q But demand and supply did meet, and an 24 economic price was paid for valsartan between 2012 25 and 2018, wasn't there?</p>	<p style="text-align: right;">Page 132</p> <p>1 THE WITNESS: Again, I was asked to 2 assume that that supply was adulterated and 3 misbranded. 4 BY MR. GOLDBERG: 5 Q So the answer is, yes, there was a 6 supply? Leaving aside your assumptions, you agree 7 there was a supply of valsartan between 2012 and 8 2018? 9 MR. HONIK: Object to the form, asked 10 and answered. 11 THE WITNESS: I think what you're 12 asking is whether Diovan and Exforge, the 13 brand -- the branded products, plus the generic 14 drugs, were available to the U.S. market, were 15 available -- 16 THE COURT REPORTER: I'm sorry. You 17 cut out, Doctor. 18 Were available to... 19 THE WITNESS: To be purchased in the 20 U.S. supply chain between 2012 and 2018. If 21 that is your question, then the answer is yes. 22 BY MR. GOLDBERG: 23 Q Okay. And between 2012 and 2018, 24 valsartan -- that valsartan was purchased by 25 consumers and third-party payors, right?</p>
<p style="text-align: right;">Page 131</p> <p>1 MR. HONIK: Object to the form, asked 2 and answered. 3 Go ahead, Dr. Conti. You can explain 4 it again. 5 THE WITNESS: Again, consumers and 6 payors did not know that these products were 7 adulterated and misbranded during the relevant 8 time period. That's because, as I understand 9 it, the manufacturers, who are the defendants 10 in this case, were attesting that these 11 products were meeting the evidentiary standard 12 when they were not. 13 From my perspective in -- in analyzing 14 this market, if I assume that these products 15 are misbranded and adulterated, then there is 16 no legitimate supply curve. And therefore, 17 there is no meeting of demand and supply and no 18 economic price. 19 BY MR. GOLDBERG: 20 Q There was a supply for these drugs 21 between 2012 and 2018. You don't dispute that, do 22 you? 23 MR. HONIK: Object to the form, asked 24 and answered. 25 Go ahead.</p>	<p style="text-align: right;">Page 133</p> <p>1 A So consumers purchased Diovan and 2 Exforge and it's generic equivalents during that 3 time period. The at-issue drugs, I was asked to 4 assume were adulterated and misbranded during that 5 time period. 6 Q Do you have experience assessing the 7 clinical value of drugs? 8 A As an economist? Yes. As a doctor, 9 sadly, no. 10 Q Got you. 11 Have you conducted any clinical trials 12 with respect to drug -- to drugs, pharmaceutical 13 drugs? 14 A Have I conducted any clinical trials? 15 I have been involved in clinical trials that 16 have -- that are conducted -- 17 THE COURT REPORTER: That are 18 conducted... 19 THE WITNESS: On prescription drugs. 20 BY MR. GOLDBERG: 21 Q Have you reviewed the -- the -- strike 22 that. 23 You understand that valsartan is -- an 24 intended use of valsartan is to treat hypertension, 25 right?</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 134</p> <p>1 A Yes. I mean, it is a member of a</p> <p>2 class of drug -- of a therapeutic class of drugs</p> <p>3 that are all intended to treat hypertension.</p> <p>4 Q And another intended use of valsartan</p> <p>5 is to treat heart failure?</p> <p>6 A I don't know that specifically.</p> <p>7 Q Are you aware that, if left untreated,</p> <p>8 high blood pressure can lead to heart attacks?</p> <p>9 MR. HONIK: Objection, outside the</p> <p>10 scope.</p> <p>11 THE WITNESS: I mean, like, as an</p> <p>12 American citizen who's relatively well</p> <p>13 informed, yes, I understand that.</p> <p>14 BY MR. GOLDBERG:</p> <p>15 Q Okay. And -- yeah, I'm looking for</p> <p>16 your understanding as Dr. Conti, whether that's in</p> <p>17 your individual capacity as an expert. But you</p> <p>18 understand that high blood pressure, if left</p> <p>19 untreated, can lead to heart attacks, right?</p> <p>20 A Yes. And I understand that there are</p> <p>21 many, many treatments to prevent heart attacks</p> <p>22 available.</p> <p>23 Q And if left untreated, high blood</p> <p>24 pressure can lead to strokes?</p> <p>25 MR. HONIK: Same objection, outside</p>	<p style="text-align: right;">Page 136</p> <p>1 the past two decades with the advent of stents,</p> <p>2 but also the advent of many prescription drugs</p> <p>3 that support their prevention and treatment.</p> <p>4 BY MR. GOLDBERG:</p> <p>5 Q There would be medical expenses</p> <p>6 attributable to a heart attack for most consumers,</p> <p>7 right?</p> <p>8 MR. HONIK: Same objection.</p> <p>9 THE WITNESS: Are you saying as a</p> <p>10 general matter that -- that heart attacks</p> <p>11 entail costs?</p> <p>12 BY MR. GOLDBERG:</p> <p>13 Q Yes.</p> <p>14 A Yes, definitively.</p> <p>15 Q And the same -- the same is true for</p> <p>16 strokes?</p> <p>17 A The primary prevention and treatment</p> <p>18 of strokes costs money.</p> <p>19 COURT REPORTER: It what?</p> <p>20 THE WITNESS: In the U.S.</p> <p>21 COURT REPORTER: I'm sorry. The</p> <p>22 primary prevention...</p> <p>23 THE WITNESS: And treatment of strokes</p> <p>24 in the U.S. costs money.</p> <p>25 COURT REPORTER: Thank you.</p>
<p style="text-align: right;">Page 135</p> <p>1 the scope of her report.</p> <p>2 THE WITNESS: Thank you.</p> <p>3 Again, I understand as, a general</p> <p>4 matter, that -- that high blood pressure is a</p> <p>5 risk factor for stroke and that high blood</p> <p>6 pressure can be treated in many different ways.</p> <p>7 BY MR. GOLDBERG:</p> <p>8 Q And if somebody has a heart attack,</p> <p>9 that can require hospitalization?</p> <p>10 MR. HONIK: Same objection.</p> <p>11 THE WITNESS: Yes. My mother had a</p> <p>12 heart attack, and she was hospitalized. I am</p> <p>13 generally aware of the facts.</p> <p>14 BY MR. GOLDBERG:</p> <p>15 Q And if somebody has a stroke, it can</p> <p>16 require hospitalization?</p> <p>17 MR. HONIK: Same objection.</p> <p>18 THE WITNESS: Yes. But again, there</p> <p>19 are many treatments -- I mean, we are so</p> <p>20 fortunate in the U.S. that there are so many</p> <p>21 treatments that prevent heart attack and</p> <p>22 strokes now from progressing to the point of</p> <p>23 requiring hospitalization or even, more</p> <p>24 tragically, death now. Deaths from strokes and</p> <p>25 heart attacks have dramatically come down over</p>	<p style="text-align: right;">Page 137</p> <p>1 BY COURT REPORTER:</p> <p>2 Q You'd agree that avoiding the</p> <p>3 complications from untreated hypertension could</p> <p>4 provide a value to a patient?</p> <p>5 MR. HONIK: Objection, outside the</p> <p>6 scope.</p> <p>7 THE WITNESS: As a general matter?</p> <p>8 BY MR. GOLDBERG:</p> <p>9 Q Yeah.</p> <p>10 A I think a lot of Americans would view</p> <p>11 the primary prevention and treatment of underlying</p> <p>12 conditions to prevent strokes and heart attacks is</p> <p>13 of value. I mean, I certainly view that as</p> <p>14 valuable.</p> <p>15 Q So if valsartan were treating</p> <p>16 someone's hypertension and that person, as a result,</p> <p>17 was avoiding a heart attack or a stroke because of</p> <p>18 their valsartan, that would be a value to that</p> <p>19 consumer?</p> <p>20 MR. HONIK: Object to form.</p> <p>21 THE WITNESS: That has therapeutic</p> <p>22 value. It doesn't have economic value from my</p> <p>23 reports on that.</p> <p>24 BY MR. GOLDBERG:</p> <p>25 Q So the consumer would get a</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 138</p> <p>1 therapeutic benefit from the treatment of</p> <p>2 valsartan -- their treatment with valsartan?</p> <p>3 MR. HONIK: Object to the form,</p> <p>4 outside the scope.</p> <p>5 THE WITNESS: Yeah. I think that's a</p> <p>6 good question.</p> <p>7 So, again, from the perspective of my</p> <p>8 report, I was asked to assume that the</p> <p>9 valsartan products at issue were adulterated</p> <p>10 and misbranded, and therefore, they should not</p> <p>11 have entered into the U.S. class of trade.</p> <p>12 Whether those products provided</p> <p>13 therapeutic value is -- is not of -- it's</p> <p>14 not -- it doesn't matter for the purposes of my</p> <p>15 calculation.</p> <p>16 BY MR. GOLDBERG:</p> <p>17 Q Well, do you dispute that those</p> <p>18 products provided therapeutic value?</p> <p>19 MR. HONIK: Object to the form, asked</p> <p>20 and answered, outside the scope.</p> <p>21 THE WITNESS: I don't know. I</p> <p>22 don't -- I don't have an opinion. You know, as</p> <p>23 an economist, I don't have an opinion.</p> <p>24 BY MR. GOLDBERG:</p> <p>25 Q Are you aware of any studies showing</p>	<p style="text-align: right;">Page 140</p> <p>1 COURT REPORTER: Of no moment.</p> <p>2 M-o-m-e-n-t? Moment.</p> <p>3 THE WITNESS: Yes.</p> <p>4 THE COURT REPORTER: Thank you. Thank</p> <p>5 you.</p> <p>6 BY MR. GOLDBERG:</p> <p>7 Q Is it your testimony that positive</p> <p>8 health outcomes have no economic value to consumers?</p> <p>9 MR. HONIK: Object to the form, asked</p> <p>10 and answered, outside the scope.</p> <p>11 THE WITNESS: That is not my</p> <p>12 testimony, sir.</p> <p>13 BY MR. GOLDBERG:</p> <p>14 Q Do you agree that positive health</p> <p>15 outcomes can have economic value to consumers?</p> <p>16 MR. HONIK: Same objection.</p> <p>17 THE WITNESS: That is not my</p> <p>18 testimony, sir.</p> <p>19 BY MR. GOLDBERG:</p> <p>20 Q Do you agree that positive outcomes,</p> <p>21 health outcomes, can have economic value to</p> <p>22 consumers, yes or no?</p> <p>23 MR. HONIK: Same objection, asked and</p> <p>24 answered.</p> <p>25 THE WITNESS: Of what, sir?</p>
<p style="text-align: right;">Page 139</p> <p>1 that between 2012 and 2018, valsartan was not</p> <p>2 effective in treating hypertension?</p> <p>3 MR. HONIK: Object to the form, beyond</p> <p>4 the scope.</p> <p>5 THE WITNESS: No. But it's -- again,</p> <p>6 has no moment, in my analysis, because again, I</p> <p>7 was asked to assume that those products at</p> <p>8 issue were misbranded and adulterated, and</p> <p>9 therefore would not have entered into the U.S.</p> <p>10 class of trade.</p> <p>11 BY MR. GOLDBERG:</p> <p>12 Q Are you aware of any warnings by the</p> <p>13 FDA between 2012 and 2018 that patients shouldn't</p> <p>14 take valsartan because it's not effective in</p> <p>15 treating hypertension?</p> <p>16 MR. HONIK: Object to form, outside</p> <p>17 the scope.</p> <p>18 THE WITNESS: So, again, it's of no</p> <p>19 moment -- moment in my analysis and my</p> <p>20 assignment in this case.</p> <p>21 THE COURT REPORTER: What word are you</p> <p>22 using? Moment?</p> <p>23 THE WITNESS: It's no moment.</p> <p>24 MR. HONIK: It's of no moment, she</p> <p>25 said.</p>	<p style="text-align: right;">Page 141</p> <p>1 BY MR. GOLDBERG:</p> <p>2 Q Do you agree that controlled</p> <p>3 hypertension due to valsartan could have economic</p> <p>4 value to a consumer?</p> <p>5 A Same objection.</p> <p>6 THE WITNESS: I think I'm gonna -- I</p> <p>7 think I'm gonna ask just -- you to clarify.</p> <p>8 So do you mean that prescription-based</p> <p>9 control of hypertension could have value to</p> <p>10 consumers?</p> <p>11 BY MR. GOLDBERG:</p> <p>12 Q Yes.</p> <p>13 A There's my -- my -- my point is</p> <p>14 there's lots of -- I mean, my understanding is</p> <p>15 there's lots of ways that consumers can control</p> <p>16 their hypertension that go well beyond the</p> <p>17 availability of prescription valsartan.</p> <p>18 Q But my question dealt with</p> <p>19 prescription valsartan.</p> <p>20 A Okay.</p> <p>21 Q Yes or no, if prescription valsartan</p> <p>22 were controlling a patient's hypertension, could</p> <p>23 that provide economic value to the patient?</p> <p>24 MR. HONIK: Objection to form, asked</p> <p>25 and answered, outside the scope.</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 142</p> <p>1 THE WITNESS: What do you mean by 2 "economic value"? 3 (Whereupon, there was a speaking 4 interruption.) 5 THE WITNESS: I'm sorry -- 6 THE COURT REPORTER: I'm sorry, who's 7 speaking? 8 MR. HONIK: There was a question and 9 objection and a partial answer from the 10 witness. Did you get any of that? 11 THE COURT REPORTER: Yes. 12 MR. HONIK: Okay. Great. 13 THE WITNESS: And there was, like, 14 something -- someone else started speaking. 15 MR. HONIK: And then someone 16 interjected. 17 THE WITNESS: Correct. In the middle 18 of my answer. 19 MR. HONIK: Okay. So other than Seth, 20 everyone -- and myself, everyone should be 21 muted. 22 BY MR. GOLDBERG: 23 Q Let me ask the question again. 24 Yes or no, prescription valsartan, 25 when controlling a patient's hypertension, could</p>	<p style="text-align: right;">Page 144</p> <p>1 MR. HONIK: Don't interrupt her. 2 THE WITNESS: I'm going to ask again. 3 I don't understand how you're using the term 4 "economic value." 5 BY MR. GOLDBERG: 6 Q If a patient saved money on their 7 health expenses because of their treatment with 8 at-issue valsartan products, would that have 9 provided economic value to the patient? 10 MR. HONIK: Is there a question? 11 MR. GOLDBERG: That is the question. 12 Should I ask it again? 13 MR. HONIK: No, Jamie can read it, and 14 we can all determine if it's a question. It 15 sounded like a statement. 16 But, Jamie, can you read it back. 17 MR. GOLDBERG: I'm going to 18 read -- I'm going to read the question. 19 BY MR. GOLDBERG: 20 Q If a patient saved money on their 21 health expenses because of their treatment with 22 at-issue valsartan products, would that have 23 provided an economic value to the patient? 24 MR. HONIK: Object to form, beyond the 25 scope, asked and answered.</p>
<p style="text-align: right;">Page 143</p> <p>1 that provide an economic value to the patient? 2 MR. HONIK: Object to form, asked and 3 answered, beyond the scope. 4 You can answer. 5 THE WITNESS: Thank you. Seth -- 6 Mr. Goldberg, what do you mean by "economic 7 value" in that question? 8 BY MR. GOLDBERG: 9 Q Well, before you had said that that 10 kind of control would provide a therapeutic benefit, 11 not an economic value. And I'm just asking -- you 12 used the phrase "economic value." What do you 13 understand it to mean? 14 MR. HONIK: Object to the form. 15 THE WITNESS: Okay. Again, I -- we 16 are talking about my definition of "economic 17 value" in this specific matter based on 18 assumptions that I was asked to make. You are 19 using "economic value" in a way that is not 20 consistent with how I just defined "economic 21 value" for the purposes of my report. So in 22 that -- 23 BY MR. GOLDBERG: 24 Q Doctor -- 25 THE WITNESS: Hold on.</p>	<p style="text-align: right;">Page 145</p> <p>1 You can respond. 2 THE WITNESS: Thank you. 3 MR. HONIK: As best you can. 4 THE WITNESS: Thank you. 5 So for the -- I mean, as a general 6 matter, if people are saving money, then there 7 is some economic -- there might be economic 8 value. That is not the way in which I am using 9 the term "economic value" or "worth" or 10 "worthlessness" in my report. 11 BY MR. GOLDBERG: 12 Q If a patient is -- strike that. 13 So if consumers received that economic 14 value that you just described from their treatment 15 of valsartan, is, in your view, the product still 16 worthless? 17 MR. HONIK: Object to form, asked and 18 answered, beyond the scope. 19 THE WITNESS: Okay. So from the 20 Food and Drug Administration's perspective, 21 there are two values associated with a drug -- 22 associated with a prescription drug. One is 23 related to the economic value. Is this product 24 actually available to be sold into the U.S. 25 market? Does supply meet demand?</p>

RESTRICTED CONFIDENTIAL

Page 146	Page 148
<p>1 There is a separate value that is</p> <p>2 related to its therapeutic benefit. Only</p> <p>3 products that are considered to be legitimate</p> <p>4 products, they meet the evidentiary standard</p> <p>5 for sale in the U.S., could have therapeutic</p> <p>6 value, because you need to meet the evidentiary</p> <p>7 standard of being actually allowed on the</p> <p>8 market to be sold before you can have -- be</p> <p>9 judged to have additional therapeutic --</p> <p>10 therapeutic value because it only -- the only</p> <p>11 way that you would know whether that product</p> <p>12 has benefit is if -- for a given patient, is if</p> <p>13 the product meets the evidentiary standard.</p> <p>14 So in my analysis, that -- a product</p> <p>15 has value, economic value, if it meets the</p> <p>16 first part, that is there is a legitimate</p> <p>17 supply curve. Therapeutic value, whether that</p> <p>18 product is -- provides value or clinical value</p> <p>19 or maybe does have some economic value to a</p> <p>20 consumer is all predicated on it meeting --</p> <p>21 COURT REPORTER: Is all predicated...</p> <p>22 THE WITNESS: That goes above and</p> <p>23 beyond the economic value that I have been</p> <p>24 asked to consider.</p> <p>25 I'm sorry. Is there a question? I'm</p>	<p>1 potential downside costs are all predicated on</p> <p>2 the product being a legitimate product allowed</p> <p>3 for sale --</p> <p>4 BY MR. GOLDBERG:</p> <p>5 Q Of a product --</p> <p>6 A Hold on, please, let me finish.</p> <p>7 Allowed for sale in the U.S. market.</p> <p>8 I was asked to assume these -- these products were</p> <p>9 not legitimate products. They were not allowed into</p> <p>10 the U.S. market -- or they were not -- did not meet</p> <p>11 the evidentiary standard for sale. And therefore,</p> <p>12 that clinical value that they may have provided, is</p> <p>13 a separate matter.</p> <p>14 Q That clinical value --</p> <p>15 A Hold on. Hold on.</p> <p>16 And not one that I evaluated. It's</p> <p>17 outside the scope of my report.</p> <p>18 Q That clinical value is meaningless to</p> <p>19 you?</p> <p>20 MR. HONIK: Object to the form, asked</p> <p>21 and answered.</p> <p>22 THE WITNESS: Okay. Again, as, like,</p> <p>23 a human being, obviously, pharmaceutical</p> <p>24 products that are available for sale in the</p> <p>25 U.S. have -- may have clinical value to</p>
Page 147	Page 149
<p>1 hearing voices.</p> <p>2 MR. HONIK: You're hearing background</p> <p>3 noise.</p> <p>4 THE WITNESS: Okay. Okay.</p> <p>5 BY MR. GOLDBERG:</p> <p>6 Q Have you reviewed -- strike that.</p> <p>7 You haven't reviewed any of the</p> <p>8 deposition testimony of any of the plaintiffs or</p> <p>9 class representatives in this case, correct?</p> <p>10 MR. HONIK: Objection, asked and</p> <p>11 answered.</p> <p>12 THE WITNESS: I think you asked that</p> <p>13 question to me this morning, and the answer --</p> <p>14 my answer remains no.</p> <p>15 BY MR. GOLDBERG:</p> <p>16 Q Okay. So you're not aware of the</p> <p>17 plaintiffs and class representatives who have</p> <p>18 testified that they got therapeutic benefits from</p> <p>19 the at-issue valsartan they took? You're not aware</p> <p>20 of that testimony, right?</p> <p>21 MR. HONIK: Object to the form, asked</p> <p>22 and answered, beyond the scope.</p> <p>23 THE WITNESS: Again, it's of no moment</p> <p>24 for my assignment in this case. Therapeutic</p> <p>25 value associated with a product's benefits and</p>	<p>1 individual patients.</p> <p>2 But for the purposes of my report, I'm</p> <p>3 using the term "economic value" in a very</p> <p>4 specific way, which is that the products meet</p> <p>5 the evidence -- either meet the evidentiary</p> <p>6 standard for being allowed to be sold into the</p> <p>7 U.S., or they don't.</p> <p>8 I was asked to assume that they do</p> <p>9 not. And therefore, all the downstream</p> <p>10 potential benefits and costs associated with</p> <p>11 the products are of no moment -- excuse me --</p> <p>12 are of no moment to me.</p> <p>13 BY MR. GOLDBERG:</p> <p>14 Q Let's look at it just from a human</p> <p>15 way, the human standpoint.</p> <p>16 You agree that from a human</p> <p>17 standpoint, consumers who took valsartan between</p> <p>18 2012 and 2018 may have had a therapeutic benefit</p> <p>19 from the drug, right?</p> <p>20 MR. HONIK: Object to the form.</p> <p>21 BY MR. GOLDBERG:</p> <p>22 Q Human standpoint? Not -- not --</p> <p>23 MR. HONIK: Object to the form.</p> <p>24 THE WITNESS: I'm not a doctor, sir.</p> <p>25 I'm so sorry, Ruben.</p>

38 (Pages 146 - 149)

RESTRICTED CONFIDENTIAL

Page 150	Page 152
<p>1 MR. HONIK: That's okay. I think 2 Jamie got it. 3 THE COURT REPORTER: I have not heard 4 anything clearly for the last 10 seconds. 5 MR. HONIK: Okay. Do you want to ask 6 that question again? 7 MR. GOLDBERG: We can strike that 8 question. 9 THE COURT REPORTER: I have -- 10 MR. HONIK: It's stricken, Jamie. 11 COURT REPORTER: Can we go off the 12 record for a second, please? 13 THE VIDEOGRAPHER: The time is 2:44. 14 We're going off the record. 15 (Whereupon, a short break was taken.) 16 THE VIDEOGRAPHER: The time is 2:55. 17 We're back on the record. 18 BY MR. GOLDBERG: 19 Q Dr. Conti, you'd agree that the 20 therapeutic benefits that consumers may have gotten 21 from valsartan between 2012 and 2018 would be 22 different from one consumer to the next, right? 23 MR. HONIK: Object to form, outside 24 the scope. 25 You can answer.</p>	<p>1 Paragraph 42, I state, "Federal law establishes 2 that non-safety and quality compliant 3 adulterated and misbranded prescription drugs 4 are not legitimate consumer products and cannot 5 be lawfully or" -- "lawfully sold or 6 distributed for sale." 7 It is in that context that I am 8 discussing the economic worth or value of the 9 at-issue products. 10 Whether or not an individual consumer, 11 or there were consumers that may have -- 12 COURT REPORTER: Let me just -- excuse 13 me. Sorry. Let me just mute my microphone. 14 MR. HONIK: Go ahead. Go ahead. 15 THE WITNESS: Thank you. So the 16 economic value that I -- let me just start from 17 the beginning. Sorry, Jamie. 18 From my perspective, the economic 19 value that is at issue in my report, in my 20 opinions in this matter, are related to the 21 product -- to the products being either meeting 22 the evidentiary standard for sale or not. 23 Whether or not individual people -- 24 there's a demand curve for these products, and 25 individual people within that demand curve --</p>
Page 151	Page 153
<p>1 THE WITNESS: Again, it's -- it's no 2 moment to my report -- or to my opinions in 3 this matter. 4 BY MR. GOLDBERG: 5 Q I -- I understand. I understand your 6 view. But you've talked about the drug as being 7 worthless, and we're talking about the therapeutic 8 benefit of the drug and -- in the context of your 9 opinion related to worthlessness. 10 My question is, you would agree that 11 consumers would experience the therapeutic benefits 12 from the at-issue valsartan products differently 13 from consumer to consumer? 14 COURT REPORTER: Differently from 15 consumers... 16 MR. GOLDBERG: Differently from 17 consumer to consumer. 18 MR. HONIK: Object to form, asked and 19 answered and beyond the scope of her report. 20 THE WITNESS: Okay. So I think that 21 we are misunderstanding. I think you are 22 misunderstanding the way in which I'm using the 23 term "economic value" or "economic worth." 24 And so maybe if you would indulge me, 25 I can just go back to my report. On page -- on</p>	<p>1 or that make up that demand curve, experience 2 therapeutic benefit or -- benefit or not, is of 3 no moment to my opinion. 4 BY MR. GOLDBERG: 5 Q Is there -- is there some other 6 economic value that you're excluding from your 7 opinion that may have resulted from consumers taking 8 the at-issue valsartan? 9 MR. HONIK: Object to the form. 10 THE WITNESS: I am using the term 11 "economic value" in my report in the way in 12 which I've justified, multiple times, and in 13 the way that the judge in this case has defined 14 "economic value" and its converse, "economic 15 worthlessness." 16 BY MR. GOLDBERG: 17 Q How do you understand the judge in 18 this case has defined "economic value"? 19 A I think it would be easier if I just 20 read from my phone. I have his opinion in front of 21 me. He says -- 22 COURT REPORTER: Please just read 23 slowly and clearly. 24 THE WITNESS: "This Court finds that 25 contaminated drugs are economically worthless</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 154</p> <p>1 at the point of sale by virtue of the</p> <p>2 dangerousness caused by their contamination,</p> <p>3 regardless whether the sold VCDs actually</p> <p>4 achieve the medical purpose of lowering blood</p> <p>5 pressure." I can go on.</p> <p>6 "Put differently, contaminated drugs,</p> <p>7 even if medically efficacious for their</p> <p>8 purpose, cannot create a benefit of the bargain</p> <p>9 because the contaminants, and their dangerous</p> <p>10 effects, were never bargained for.</p> <p>11 "Further, contaminated drugs do create</p> <p>12 a present injury because their sale should</p> <p>13 never have occurred."</p> <p>14 THE COURT REPORTER: Doctor, just for</p> <p>15 my clarification, what were you reading from?</p> <p>16 THE WITNESS: I was reading from my</p> <p>17 cell phone.</p> <p>18 BY MR. GOLDBERG:</p> <p>19 Q And what were you -- what were you</p> <p>20 reading from?</p> <p>21 A I was reading from an opinion of the</p> <p>22 court.</p> <p>23 Q And who sent you that opinion?</p> <p>24 MR. HONIK: Without waiving -- excuse</p> <p>25 me, without waiving the objection, I'll permit</p>	<p style="text-align: right;">Page 156</p> <p>1 BY MR. GOLDBERG:</p> <p>2 Q And did John -- so we talked about the</p> <p>3 therapeutic benefits that may have -- that -- that</p> <p>4 consumers who took the at-issue valsartan products</p> <p>5 may have experienced. You don't dispute that</p> <p>6 consumers who took valsartan at-issue products may</p> <p>7 have experienced therapeutic benefits?</p> <p>8 MR. HONIK: Object to the form, asked</p> <p>9 and answered, beyond the scope.</p> <p>10 You may answer.</p> <p>11 THE WITNESS: Again, the demand curve</p> <p>12 for these products may exist. From an economic</p> <p>13 theory perspective, the demand curve represents</p> <p>14 individual assessments of benefits and costs of</p> <p>15 prescription drugs. I am not disputing that</p> <p>16 there may have been a demand curve for these</p> <p>17 products. That is not my opinion.</p> <p>18 My opinion is related to the supply</p> <p>19 curve. In other words, that products that do</p> <p>20 not meet the evidentiary standard are not</p> <p>21 allowed into the U.S. products of trade, they</p> <p>22 are not viewed as being legitimate products.</p> <p>23 From my perspective, those products are</p> <p>24 worthless.</p> <p>25</p>
<p style="text-align: right;">Page 155</p> <p>1 her to answer.</p> <p>2 THE WITNESS: So I have been aware of</p> <p>3 this opinion for a while, and the opinion was</p> <p>4 provided to me by counsel.</p> <p>5 BY MR. GOLDBERG:</p> <p>6 Q When was that?</p> <p>7 A When did they -- when did I receive</p> <p>8 this via text on my phone?</p> <p>9 Q Yes.</p> <p>10 A Five minutes ago. But I have been</p> <p>11 aware of this before then.</p> <p>12 Q So counsel texted you five minutes ago</p> <p>13 with the judge's opinion that you just read into the</p> <p>14 record?</p> <p>15 MR. HONIK: Without waiving -- excuse</p> <p>16 me, without waiving the objection and</p> <p>17 privilege, I'll permit her to answer.</p> <p>18 THE WITNESS: Yes. It was just texted</p> <p>19 to me. But again, I have been aware of this</p> <p>20 opinion for a while.</p> <p>21 BY MR. GOLDBERG:</p> <p>22 Q And which counsel texted that to you?</p> <p>23 MR. HONIK: Without waiving the</p> <p>24 objection, I'll permit her to answer.</p> <p>25 THE WITNESS: John Davis.</p>	<p style="text-align: right;">Page 157</p> <p>1 BY MR. GOLDBERG:</p> <p>2 Q Yeah. And the consumers in that</p> <p>3 demand curve, as you have put it, those -- each</p> <p>4 consumer has -- has their own individual demand for</p> <p>5 the drug, right?</p> <p>6 MR. HONIK: Object -- object to the</p> <p>7 form, asked and answered and beyond the scope.</p> <p>8 You may answer.</p> <p>9 THE WITNESS: Yes.</p> <p>10 BY MR. GOLDBERG:</p> <p>11 Q And --</p> <p>12 A I mean, predicated, of course, on</p> <p>13 their doctor being willing to write a prescription</p> <p>14 and their insurer being willing to -- to insure that</p> <p>15 prescription, which is also predicated on FDA</p> <p>16 approval of the product.</p> <p>17 But -- I mean, consumer demand does</p> <p>18 not live in a vacuum outside of physician</p> <p>19 prescribing behavior in this context.</p> <p>20 Q And that physician prescribing</p> <p>21 behavior and the consumer demand for the at-issue</p> <p>22 valsartan products, that's individual from one</p> <p>23 consumer to the next. Why I need the drug is</p> <p>24 different from why someone else might need the drug,</p> <p>25 and so on, right?</p>

40 (Pages 154 - 157)

RESTRICTED CONFIDENTIAL

Page 158	Page 160
<p>1 MR. HONIK: Object to the form, 2 outside the scope, asked and answered, improper 3 hypothetical. 4 You may answer. 5 THE WITNESS: I don't know what you 6 mean by the term "need," sir. 7 BY MR. GOLDBERG: 8 Q Why I might be prescribed valsartan 9 would likely be different than why someone else 10 might be prescribed valsartan, and these are really 11 individualized issues? 12 MR. HONIK: Same objection as 13 previously stated. 14 THE WITNESS: I mean, that is not 15 consistent with my understanding of demand for 16 prescription drugs. I'm sorry. 17 BY MR. GOLDBERG: 18 Q Do you agree that therapeutic benefits 19 that consumers who have taken at-issue valsartan may 20 have been different from consumer to consumer? 21 MR. HONIK: Object to the form, asked 22 and answered, beyond the scope. 23 THE WITNESS: Again, demand for 24 prescription drugs is related, generally, to 25 their benefits and their costs, predicated on</p>	<p>1 consumer? 2 MR. HONIK: Objection, asked and 3 answered, beyond the scope. I think you've 4 asked her this four times already. 5 THE WITNESS: They may have received 6 exactly the same therapeutic benefit. 7 BY MR. GOLDBERG: 8 Q And they may not, right? 9 A You're -- I'm sorry, sir, but this is 10 impossible. You just interrupted me again, 11 mid-answer, to the same question. 12 Q Go ahead. 13 A No. Please answer your -- please ask 14 your question again, and then I'll answer it. 15 Q Yes or no, do you agree that the 16 therapeutic benefits that consumers may have 17 realized from taking the at-issue valsartan products 18 would have differed from consumer to consumer? 19 MR. HONIK: Same objection. 20 THE WITNESS: Again, this is not a 21 yes-or-no-type question. Consumers may have 22 received exactly the same benefit from at-issue 23 valsartan products, or they may have received 24 different experiences of that product. It is 25 of no moment in my opinions in this matter</p>
Page 159	Page 161
<p>1 the supply of those products being legitimate. 2 In other words, the manufacturer actually 3 meeting the evidentiary standard. 4 BY MR. GOLDBERG: 5 Q Yes or no -- yes or no, do you agree 6 the therapeutic benefit -- 7 A Sir -- 8 Q I thought you were finished with your 9 answer. 10 MR. HONIK: She's not. 11 THE WITNESS: I'm not. I'm not. 12 BY MR. GOLDBERG: 13 Q Why don't you go ahead and finish your 14 answer, and then I'll ask my next question. 15 A Why don't ask you your question again 16 because you interrupted me in mid-answer. 17 Q Oh, okay. 18 A Yeah. 19 Q Yes or no, do you agree that the 20 therapeutic benefits that consumers who have 21 taken -- let me -- let me rephrase. 22 Yes or no, do you agree -- yes or no, 23 do you agree that the consumers who took at-issue 24 valsartan would have received -- would have received 25 different therapeutic benefits from consumer to</p>	<p>1 because, again, demand -- their demand is 2 predicated on a legitimate supply curve. And 3 I've been asked to assume that there was no 4 legitimate supply curve. 5 BY MR. GOLDBERG: 6 Q You would agree, Dr. Conti, that we 7 all have different risk tolerances for things we're 8 willing to put into our bodies? 9 MR. HONIK: Same objection as 10 previously, beyond the scope. 11 THE WITNESS: From the U.S. 12 regulator's perspective, risk tolerance is of 13 no moment. Again, only products that meet the 14 evidentiary standard are allowed to enter into 15 the prescription class of trade in the 16 United States. 17 BY MR. GOLDBERG: 18 Q I'm asking you a different question. 19 Answer my question. 20 You'd agree that people have different 21 risk tolerances from what they're willing to put 22 into their bodies from person to person? 23 MR. HONIK: Same objection as 24 previously. 25 THE WITNESS: Okay. I'm going to</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 162</p> <p>1 answer your question again, which is, it is of</p> <p>2 no moment whether people want to consume</p> <p>3 illegitimate products. If there is no</p> <p>4 legitimate supply curve, those products cannot</p> <p>5 enter into the U.S. class of trade. That</p> <p>6 is -- that is the position of the U.S.</p> <p>7 government. And it's --</p> <p>8 BY MR. GOLDBERG:</p> <p>9 Q Is my answer, no, you --</p> <p>10 A Hold on. Hold on.</p> <p>11 Q You're still going?</p> <p>12 A I am still going.</p> <p>13 Q Okay. I mean, I would just say,</p> <p>14 Dr. Conti, I don't mean to be rude. But what</p> <p>15 happens is you -- you kind of -- the way you do this</p> <p>16 is you sort of get to the end of something. It</p> <p>17 seems like you're stopping, and then that's why I'm</p> <p>18 starting. I'm not trying to interrupt you. And</p> <p>19 then you --</p> <p>20 A Mr. Goldberg, that is not the case.</p> <p>21 You just continue to talk over me. The mansplaining</p> <p>22 is a little bit challenging, frankly. But I'll try</p> <p>23 to do this again.</p> <p>24 Q Okay.</p> <p>25 A Again, Americans have a variation of</p>	<p style="text-align: right;">Page 164</p> <p>1 BY MR. GOLDBERG:</p> <p>2 Q Your methodology does not take into</p> <p>3 consideration how consumers might have perceived the</p> <p>4 value of the at-issue valsartan to them, correct?</p> <p>5 MR. HONIK: Object to the form.</p> <p>6 THE WITNESS: My analysis presumes</p> <p>7 there is a demand curve for these products.</p> <p>8 What my analysis also presumes is that there is</p> <p>9 no legitimate supply curve for products that do</p> <p>10 not meet the evidentiary standard of the U.S.</p> <p>11 BY MR. GOLDBERG:</p> <p>12 Q What your analysis does not take into</p> <p>13 consideration is whether any consumer perceived that</p> <p>14 they received a therapeutic benefit that provided a</p> <p>15 value to them, right?</p> <p>16 MR. HONIK: Object to the form, asked</p> <p>17 and answered.</p> <p>18 You may answer.</p> <p>19 THE WITNESS: Again, of course, it</p> <p>20 does. There is a demand curve for these</p> <p>21 products. That is not -- that is not the issue</p> <p>22 in this case. Of course, there's a demand</p> <p>23 curve, and I -- I describe it in my report.</p> <p>24 What my report is trying to explain is that</p> <p>25 there is no legitimate supply curve for</p>
<p style="text-align: right;">Page 163</p> <p>1 their risk tolerance. That is of no moment for the</p> <p>2 legitimate class of trade for prescription drugs.</p> <p>3 If the product -- if pharmaceutical companies want</p> <p>4 to sell their products in the U.S., they must meet</p> <p>5 the evidentiary standard. Full stop.</p> <p>6 Q You would agree that some consumers</p> <p>7 would be willing to accept a very low risk of a</p> <p>8 probable human carcinogen, whereas other consumers</p> <p>9 might not be willing to accept the risk of a</p> <p>10 probable human carcinogen?</p> <p>11 MR. HONIK: Object to form, outside</p> <p>12 the scope.</p> <p>13 THE WITNESS: It is of no moment in my</p> <p>14 opinions in this matter. The bottom line is</p> <p>15 that these manufacturers attested to that there</p> <p>16 was no contamination of these products by known</p> <p>17 human carcinogens.</p> <p>18 BY MR. GOLDBERG:</p> <p>19 Q Is the answer to my question, no, you</p> <p>20 don't agree?</p> <p>21 MR. HONIK: Object to the form, asked</p> <p>22 and answered.</p> <p>23 THE WITNESS: I have answered your</p> <p>24 question, sir, the best way that I know how.</p> <p>25</p>	<p style="text-align: right;">Page 165</p> <p>1 products that do not meet the evidentiary</p> <p>2 standard of the U.S. government.</p> <p>3 I was asked to assume that</p> <p>4 products -- that these products at issue</p> <p>5 between 2012 and 2018 did not meet the</p> <p>6 evidentiary standard. They were adulterated</p> <p>7 and misbranded. Therefore, there was no supply</p> <p>8 curve, in my analysis.</p> <p>9 BY MR. GOLDBERG:</p> <p>10 Q Are you familiar with what the FDA</p> <p>11 advised patients to do when the recalls were</p> <p>12 announced?</p> <p>13 MR. HONIK: Object to the form,</p> <p>14 outside the scope.</p> <p>15 THE WITNESS: Specifically, what do</p> <p>16 you mean?</p> <p>17 BY MR. GOLDBERG:</p> <p>18 Q Are you aware that the FDA advised</p> <p>19 people that they should not discontinue their use of</p> <p>20 valsartan until they spoke with their doctor about</p> <p>21 it?</p> <p>22 MR. HONIK: Object to the form, asked</p> <p>23 and answered, outside the scope.</p> <p>24 THE WITNESS: Again, my understanding</p> <p>25 is that there were multiple FDA communications</p>

RESTRICTED CONFIDENTIAL

Page 166	Page 168
<p>1 when the contamination of these products and 2 their adulteration became known. Is there a 3 specific communication that you are referring 4 to? 5 BY MR. GOLDBERG: 6 Q Well, I think my first question 7 is -- and you can answer no if it's no. 8 Are you aware of the FDA telling 9 patients they should not discontinue the use of 10 their valsartan when the FDA announced the recalls? 11 MR. HONIK: Same objection as 12 previously stated. 13 THE WITNESS: Okay. The FDA had 14 multiple communications with consumers and 15 other suppliers about these products. I'm 16 asking you to be specific. 17 BY MR. GOLDBERG: 18 Q Do you want to turn to Tab 2 in your 19 binder? 20 A Which binder? 21 Q Tab 2 is binder -- that would be 22 binder, I guess, Volume 1 of 3? 23 THE COURT REPORTER: Will this be a 24 new exhibit? 25 MR. GOLDBERG: Yeah -- we'll mark this</p>	<p>1 Q It's probably -- 2 MR. GOLDBERG: For the tech -- it's 3 almost three pages to the end. It's the last 4 three pages-- three pages from the end. 5 THE WITNESS: Do you mean the one that 6 says July 13th, 2018? 7 BY MR. GOLDBERG: 8 Q No, it's -- it's a page before it. 9 It's the page before that. 10 A So that's three pages in. So four 11 pages in, on July 18th, 2018, not the other -- 12 Q Right. 13 A Okay. 14 Q Okay. And at the top of this page, it 15 says -- where it says, "7-18-2018," do you see that? 16 A Yes. 17 Q And this page is referring to the 18 recall of valsartan by ZHP. Do you see that? 19 A I don't see ZHP here. 20 Q Yeah. It's right in the second 21 paragraph. 22 A You mean Zhejiang Huahai 23 Pharmaceuticals? 24 Q Correct. Correct. 25 A Okay. So, yes, I see that here.</p>
Page 167	Page 169
<p>1 as Conti 6. This is a -- 2 (Whereupon, Exhibit Conti 6 was marked 3 for Identification.) 4 BY MR. GOLDBERG: 5 Q Dr. Conti, I'm marking as exhibit 6 Conti 6, a document entitled, "FDA Updates and Press 7 Announcements on Angiotensin II Receptor Blocker 8 Recalls." Do you see that? 9 MR. HONIK: Seth, what's Conti 5? 10 MR. GOLDBERG: Her expert report. 11 MR. HONIK: Thank you. 12 BY MR. GOLDBERG: 13 Q Are you familiar with this document, 14 Dr. Conti? 15 A I am aware of this document. 16 Q This is a document that was cited in 17 your report, right? 18 A There are many documents from the FDA 19 documented -- sorry, cited in my report. 20 Q And this is one of those documents, 21 right? 22 A I don't -- I don't recall. 23 Q If you turn to the very end of this 24 document, it's the July 18th, 2018 statement. 25 A I don't see that, sir. I'm sorry.</p>	<p>1 Q Okay. And at the bottom of that page, 2 there are two bullet points at the very bottom. Do 3 you see those? And -- 4 A Is that a question? 5 Q The first bullet point -- 6 A Is that a question? 7 Q The first bullet point -- the first 8 bullet point, the FDA is instructing patients taking 9 at-issue valsartan that they should continue taking 10 their current medicine until their doctor or 11 pharmacist provides a replacement or a different 12 treatment option. Did I read that correctly? 13 A I think you asked me two questions, 14 but I see that you have read that -- that text 15 correctly. 16 Q Did you consider at all in your 17 assessment the FDA's instructing patients to 18 continue -- to continue taking their medicine until 19 they found an alternative? 20 MR. HONIK: Object to form, asked and 21 answered, beyond the scope. 22 THE WITNESS: Again, from my 23 perspective, there is a demand for these 24 products. In my report, I was asked to assume 25 that these products were contaminated,</p>

RESTRICTED CONFIDENTIAL

Page 170	Page 172
<p>1 adulterated and misbranded. And therefore, 2 there is no -- 3 THE COURT REPORTER: I'm sorry. There 4 is no... 5 THE WITNESS: There is no legitimate 6 supply curve. The fact that the FDA reaffirms 7 that there is a demand curve for these products 8 and many other products that might treat 9 someone's hypertension, is in my report. It 10 is, by definition, considered. 11 My report is about the supply of these 12 products. 13 BY MR. GOLDBERG: 14 Q The FDA is acknowledging that the 15 at-issue valsartan may be providing a therapeutic 16 benefit to the consumers who are taking it, right? 17 MR. HONIK: Object to the form, asked 18 and answered, beyond the scope. 19 THE WITNESS: That's not what it says 20 here on this -- on this document, sir. 21 MR. GOLDBERG: You can take down that 22 document. 23 BY MR. GOLDBERG: 24 Q You're aware that there have been a 25 number of recalls of valsartan since that one in</p>	<p>1 Novartis. 2 There were also many other treatments 3 available for hypertension. I -- I haven't 4 studied all of these FDA communications 5 regarding all of the valsartan products, but my 6 understanding is that the FDA has said to 7 patients that they should discuss with their 8 doctor continuing on the contaminated products 9 and consider the use of non-contaminated or 10 non-adulterated products for their treatment, 11 which included valsartan, specifically the 12 valsartan that were not contaminated or 13 adulterated, but many other products as well. 14 BY MR. GOLDBERG: 15 Q And it also included the valsartan at 16 issue, right, that the FDA was saying, don't 17 discontinue your use of at-issue valsartan, to use 18 your phrase "at-issue," until you talked with your 19 doctor, right? 20 MR. HONIK: Object to the form, beyond 21 the scope. 22 THE WITNESS: No. For example, in the 23 document that we were just talking about, the 24 FDA says -- the "FDA reminds consumers to 25 continue taking your current medication until</p>
Page 171	Page 173
<p>1 July of 2018 that -- that went through July -- went 2 through 2019, right? 3 A I am aware, as I stated earlier, that 4 the FDA has had many communications with the 5 manufacturers about these products and also the 6 American public about these products over -- over 7 time. 8 Q And in each of those recalls, the FDA 9 made the same directive to consumers, that they 10 should not discontinue their use of valsartan until 11 they spoke with their doctor about an alternative? 12 MR. HONIK: Object to form. 13 BY MR. GOLDBERG: 14 Q Is it your testimony that the FDA saw 15 no therapeutic benefit in the at-issue valsartan? 16 MR. HONIK: Object to form, asked and 17 answered, beyond the scope. 18 THE WITNESS: So there were valsartan 19 products that were not contaminated or 20 adulterated or misbranded that were available 21 during this time period, most notably by the 22 manufacturer -- 23 THE COURT REPORTER: I'm sorry. By 24 the manufacturer... 25 THE WITNESS: By the manufacturer</p>	<p>1 you -- until your doctor or pharmacist gives 2 you a replacement or a different treatment 3 option." 4 That is my understanding of what the 5 FDA does, generally, when there are -- there 6 are concerns about the quality of the product, 7 and that is my understanding that that is what 8 happened here. 9 BY MR. GOLDBERG: 10 Q And the products the FDA is referring 11 to in that sentence are the at-issue valsartan 12 products, right? 13 MR. HONIK: Object to form. 14 THE WITNESS: So, actually this -- the 15 statement I just read, but on 7-24-2018, FDA 16 publishes a list of valsartan-containing 17 products not part of the recall. So it's 18 actually talking about products that were not 19 contaminated, adulterated or misbranded. 20 BY MR. GOLDBERG: 21 Q Why don't we go back to the statement 22 we were talking about, which was July 18th, 2018? 23 And that sentence appears -- 24 A You told me -- you told me to put that 25 away. I mean, just the one document, right?</p>

44 (Pages 170 - 173)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 174</p> <p>1 So like I said, to begin, when we 2 started this long line of questioning, there were 3 many, many communications the FDA had with American 4 consumers and physicians and pharmacists about 5 valsartan. 6 And so there are many products that 7 are available to treat high blood pressure and 8 hypertension in the U.S. market. We're very 9 fortunate. And the FDA was telling consumers that 10 they should talk to their doctor and talk to their 11 pharmacist about their treatment in the use of both 12 valsartan products, but also many other products 13 that could control their condition as well. 14 Q The directive about the valsartan 15 recall, by the FDA on July 18, 2018, to consumers 16 about the valsartan recall, where the FDA says, 17 "Continue taking your current medicine until your 18 doctor or pharmacist gives you a replacement or a 19 different treatment option," the FDA is saying if 20 you are taking the at-issue valsartan products, you 21 should continue taking those until you talk to your 22 doctor, right? 23 MR. HONIK: Objection to form, asked 24 and answered, beyond the scope. 25 You may answer.</p>	<p style="text-align: right;">Page 176</p> <p>1 that until you speak with your doctor. Okay? 2 MR. HONIK: Object to form, beyond the 3 scope, asked and answered. 4 You may answer. 5 THE WITNESS: Thank you. 6 So, again, there are many valsartan 7 products, and there are valsartan products that 8 don't contain contamination or adulteration. 9 In fact, FDA says that in this specific wording 10 on July 18, 2018. 11 What it's communicating is, to 12 American consumers and their physicians and 13 pharmacists, is that, for those of you taking 14 valsartan products, go talk to your doctor 15 about continuing taking those products or 16 switching. 17 BY MR. GOLDBERG: 18 Q Yeah. Okay. And so if those products 19 are some of the products that are at-issue now, you 20 don't deny that the FDA was saying keep taking them? 21 MR. HONIK: Object to the form, asked 22 and answered. 23 THE WITNESS: You mean the 24 non-recalled products? 25</p>
<p style="text-align: right;">Page 175</p> <p>1 THE WITNESS: Thank you. 2 So, again, just going back to your 3 specifically directed text, the FDA states, 4 "Valsartan is used to treat high blood pressure 5 and heart failure. Not all products containing 6 valsartan" -- "valsartan are recalled, and this 7 update will clarify which valsartan-containing 8 products are being recalled." 9 It then goes on to say there are three 10 current voluntary recalls, which involve Teva 11 products, Princeton products and some other. 12 And then they go on to say you should continue 13 taking your current medication until you talk 14 to your doctor about the treatment of your 15 condition, where your doctor can give you a 16 replacement or a different treatment option. 17 And then they go on to say, as you 18 highlighted, "Not all valsartan-containing 19 medications are affected and being recalled." 20 BY MR. GOLDBERG: 21 Q And the current medicine that they're 22 referring to when they're saying "current medicine," 23 could have been the at-issue valsartan products that 24 somebody had in a bottle of pills at their house, 25 right? And that the FDA is saying continue taking</p>	<p style="text-align: right;">Page 177</p> <p>1 BY MR. GOLDBERG: 2 Q No. I mean products that were 3 recalled. But remember, somebody -- okay. On 4 July 2018 -- on July 2018, if somebody had a bottle 5 of valsartan that is part of the at-issue valsartan 6 products that you're talking about, right? They're 7 sitting at home. They've got their bottle of 8 valsartan. It has NDMA in it. Okay? Just assume. 9 Okay? Accept my assumption. It's hypothetical. 10 Okay? 11 Somebody on July 2018, on 12 July 28, 2018, has a bottle of valsartan, that is 13 one of the at-issue products because it has NDMA in 14 it, you would agree that the FDA is instructing that 15 patient to continue to take that drug until they 16 talk to their doctor, right? 17 MR. HONIK: Object to form, object to 18 the hypothetical based upon facts not of 19 evidence, asked and answered. 20 THE WITNESS: So, again, there are 21 many communications the FDA had with American 22 consumers, physicians and pharmacists about 23 these products. In -- in this specific 24 communication, the FDA reminds consumers, 25 pharmacists and physicians, that there are</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 178</p> <p>1 valsartan products that are being recalled, and 2 there are valsartan products that are not part 3 of the recall. And it recommends to consumers 4 that they -- they continue taking their 5 product -- these products, and go talk to their 6 doctor about it. 7 BY MR. GOLDBERG: 8 Q And that includes both valsartan that 9 is being recalled and valsartan that may not be 10 recalled, right? 11 MR. HONIK: Object to the form, asked 12 and answered. 13 THE WITNESS: Yes. 14 BY MR. GOLDBERG: 15 Q Awesome. 16 And did you consider this FDA 17 statement in forming your opinion? 18 A Again, I -- in my report, I assume 19 that there is a demand curve for -- for these 20 prescription drugs, including the at-issue products. 21 Q Yes or no, did you consider this 22 specific statement in forming your opinion? 23 MR. HONIK: Objection, asked and 24 answered. 25 THE WITNESS: Sir, I'm sorry. A</p>	<p style="text-align: right;">Page 180</p> <p>1 All this statement is saying is 2 legitimating my presumption, which is there is 3 a demand curve. And the FDA goes on, in later 4 statements, to American consumers, saying there 5 is a demand curve. All that's supporting my 6 position. 7 MR. GOLDBERG: Why don't we take a 8 two-minute break, if we can. Okay? 9 THE VIDEOGRAPHER: The time is 3:37. 10 This ends Media Unit 3. We're going off the 11 record. 12 (Whereupon, a short break was taken.) 13 THE VIDEOGRAPHER: The time is 4:02. 14 This begins Media Unit Number 4. We're back on 15 the record. 16 BY MR. GOLDBERG: 17 Q Dr. Conti, have you received any other 18 text messages from plaintiffs' counsel today during 19 the deposition? 20 MR. HONIK: Without waiver of the 21 privilege it attaches to work product, I'll 22 permit her to answer. 23 THE WITNESS: No. 24 BY MR. GOLDBERG: 25 Q And have any other documents been sent</p>
<p style="text-align: right;">Page 179</p> <p>1 demand curve, by definition, includes that 2 consumers may -- pharmacists and physicians may 3 want to continue using these at-issue products. 4 The issue -- 5 BY MR. GOLDBERG: 6 Q Is the answer to my question, yes? 7 MR. HONIK: You're interrupting her. 8 You're interrupting the witness. 9 BY MR. GOLDBERG: 10 Q Is the answer to my question yes? 11 MR. HONIK: Objection, asked and 12 answered. She's answered that question a dozen 13 times already. 14 BY MR. GOLDBERG: 15 Q Did you consider this statement by the 16 FDA in forming your opinion? 17 MR. HONIK: Objection, asked and 18 answered. 19 THE WITNESS: Thank you. 20 Again, my opinion is that there was a 21 demand curve for valsartan products that 22 included the ones that were -- that are 23 at-issue, that are contaminated or adulterated 24 and misbranded, and others as well that were 25 not.</p>	<p style="text-align: right;">Page 181</p> <p>1 to you by email during the day from plaintiffs' 2 counsel? 3 MR. HONIK: Same objection. 4 You may answer. 5 THE WITNESS: I'm a little afraid of 6 my email, but I haven't checked. So I don't 7 know. 8 BY MR. GOLDBERG: 9 Q Okay. You've -- you've talked about 10 legitimate supply curve, and is -- is it your 11 testimony that no -- that there is no price that 12 could be paid where there's no legitimate supply? 13 MR. HONIK: Object to the form. 14 THE WITNESS: I don't understand your 15 question, sir. I'm sorry. 16 BY MR. GOLDBERG: 17 Q Well, if -- thinking about your 18 Figure 2 where there's no supply curve -- 19 A Wait a minute. Wait a minute. Hold 20 on. Just let me get my report, so I can reference 21 what you're referring to. 22 Q So Figure 2 of your -- in your report 23 shows "Demand with no Legitimized Supply." 24 That's -- that's how you've titled this figure, 25 right?</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 182</p> <p>1 A That's accurate.</p> <p>2 Q Is there -- is it -- is it your</p> <p>3 testimony that there's -- that no price could be</p> <p>4 paid under a scenario where there's, to use your</p> <p>5 term, "no legitimate" -- "no legitimate supply"?</p> <p>6 A To be honest, it's a matter of</p> <p>7 economic theory. In order for there to be a price,</p> <p>8 there needs to be both demand and supply. What</p> <p>9 we've been talking about for the past, at least,</p> <p>10 hour, seems like more, is that in my model there is</p> <p>11 demand for these products, although demand falls off</p> <p>12 quite dramatically for these products when the</p> <p>13 recalls start.</p> <p>14 But I have been asked to assume that</p> <p>15 the products at issue were adulterated and</p> <p>16 misbranded. Adulterated and misbranded products are</p> <p>17 not allowed in the U.S. supply chain, and therefore,</p> <p>18 there is no supply. And therefore, there is no</p> <p>19 meeting of demand and supply to arrive at a price.</p> <p>20 Q So there is -- is it your testimony</p> <p>21 that there is no price that would -- could be paid</p> <p>22 for a product where there is no legitimate supply?</p> <p>23 MR. HONIK: Object to the form, asked</p> <p>24 and answered.</p> <p>25 THE WITNESS: As a matter of economic</p>	<p style="text-align: right;">Page 184</p> <p>1 A I meant economic value. And I</p> <p>2 corrected myself and said that there's a -- there's</p> <p>3 an economic value, and then there's a therapeutic</p> <p>4 value.</p> <p>5 Q What -- is there something in</p> <p>6 particular that you're thinking about where the FDA</p> <p>7 has said there is an economic value to a drug?</p> <p>8 MR. HONIK: Objection to the form.</p> <p>9 THE WITNESS: Sure. I put it in my --</p> <p>10 in my report. Let me get to the right</p> <p>11 paragraph, and I'll direct you to it.</p> <p>12 Paragraph 26 of my report, "The FDA</p> <p>13 explains the rationale for its central focus on</p> <p>14 protecting consumers from adulterated and</p> <p>15 misbranded drugs on the web page as follows:</p> <p>16 At the turn of the 20th century, there were no</p> <p>17 federal regulations to protect the public from</p> <p>18 dangerous drugs. 'It was a menacing' --</p> <p>19 "'menacing marketplace filled with products,</p> <p>20 such as William Radam's Microbe Killer and</p> <p>21 Benjamin Bye's'" --</p> <p>22 COURT REPORTER: I'm sorry, Doctor. I</p> <p>23 just -- I lost you there a little bit.</p> <p>24 Marketplace filled with products such</p> <p>25 as William...</p>
<p style="text-align: right;">Page 183</p> <p>1 theory, price cannot be arrived at without</p> <p>2 there being both demand and supply. I have</p> <p>3 been asked to assume there is -- these products</p> <p>4 were adulterated and misbranded, and therefore,</p> <p>5 there is no supply that is legitimate for these</p> <p>6 products as -- as a matter of U.S. policy. And</p> <p>7 therefore, there can be no price.</p> <p>8 BY MR. GOLDBERG:</p> <p>9 Q Is -- is -- in your opinion, is price</p> <p>10 the same as value?</p> <p>11 A So according to the FDA alone, there</p> <p>12 is both an economic price and a therapeutic -- well,</p> <p>13 an economic value and a therapeutic value. We've</p> <p>14 also talked about this quite a lot today.</p> <p>15 There might be therapeutic value, in</p> <p>16 other words, that is encapsulated in the demand</p> <p>17 curve. People -- people trade off the benefits and</p> <p>18 costs of products. But there is no supply of</p> <p>19 illegitimate, adulterated and misbranded products in</p> <p>20 my -- in my model. And therefore, there is no</p> <p>21 price.</p> <p>22 BY MR. GOLDBERG:</p> <p>23 Q You said, "According to the FDA alone,</p> <p>24 there is both an economic price and a therapeutic</p> <p>25 value."</p>	<p style="text-align: right;">Page 185</p> <p>1 THE WITNESS: Sure. I'm sorry.</p> <p>2 "'It was a menacing market'" -- so,</p> <p>3 "'It was a menacing marketplace filled with</p> <p>4 products such as William Radam's Microbe Killer</p> <p>5 and Benjamin Bye's Soothing Balmy Oils to cure</p> <p>6 cancer,' said John Swann, Ph.D., a historian at</p> <p>7 the Food and Drug Administration. Products</p> <p>8 like these were, at minimum, remedies that</p> <p>9 picked the pocket of the user." That's what I</p> <p>10 mean by "economic value."</p> <p>11 "But they could also be downright</p> <p>12 harmful." That's what I mean by</p> <p>13 "therapeutically harmful."</p> <p>14 "I emphasize the text" -- "the text in</p> <p>15 italics because the FDA's statement underscores</p> <p>16 the harms from adulterated and misbranded</p> <p>17 products as twofold: First, economic losses</p> <p>18 from purchasing products that are adulterated</p> <p>19 and misbranded and second, the possibility of</p> <p>20 clinical harm from consumption of adulterated</p> <p>21 and misbranded products."</p> <p>22 From my perspective, there are two</p> <p>23 types of value, and therefore, two types of</p> <p>24 usefulness or worthlessness. There is the</p> <p>25 economic value, and then there is a therapeutic</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 186</p> <p>1 value. The economic value, products such as 2 these -- and products that are adulterated and 3 misbranded should never have entered into the 4 U.S. class of trades. That is the position of 5 the U.S. government, that we do not allow 6 products such as these onto the U.S. market. 7 BY MR. GOLDBERG: 8 Q I -- I thought you said that it was 9 the FDA's view that -- that there was no -- that 10 this term "economic value," you had said, "the FDA 11 alone." And then in your last answer, you referred 12 to you having two views of value, economic value and 13 therapeutic value. 14 Are you basing -- are you basing your 15 view of economic value on what the FDA says? 16 MR. HONIK: Object to the form. You 17 may answer. 18 THE WITNESS: My view is both a matter 19 of economic theory; there is demand that does 20 not meet supply, and therefore there is no 21 price. But also, it is predicated, as my 22 understanding of FDA regulation, and also, 23 frankly, regulation that the pharmaceutical 24 industry itself has -- has wanted, which is 25 that there is only the legitimate supply of</p>	<p style="text-align: right;">Page 188</p> <p>1 Q Just in terms of the FDA -- 2 A And -- wait, and -- just so that 3 you're not mischaracterizing me. 4 It's also the pharmaceutical 5 industry's view that they want to be known as 6 producing and entering products into the U.S. and 7 selling products into the U.S. that are legitimate, 8 that do meet the evidentiary standard as 9 distinguished from products that do not. 10 Q Just as you don't want me to interrupt 11 you, I'd appreciate it if you don't interrupt me. 12 A I was just trying to clarify your 13 mischaracterization of my position. 14 Q In your answer, going back, you refer 15 to the economic theory of supply and demand. What 16 economic treatises have you been relying on for the 17 theory that where there's no legitimate supply, 18 there -- there's no possibility for a delivery of 19 price? 20 A That's Economics 101. 21 MR. HONIK: Objection, asked and 22 answered. 23 THE WITNESS: It's Economics 101. 24 MR. HONIK: I think you got your 25 answer, Seth.</p>
<p style="text-align: right;">Page 187</p> <p>1 products that are not adulterated and 2 misbranded into the U.S. market, those that are 3 valuable. 4 BY MR. GOLDBERG: 5 Q Let's talk about the first part -- 6 A Wait. Wait. Wait. Wait. Wait. 7 Hold on. Let me just -- let me just finish. 8 So it is the -- it is the position of 9 the pharmaceutical industry in the United States 10 since at least the '60s, that they have wanted there 11 to be very clear guidance about what is a legitimate 12 product, that meets the evidentiary standards, and 13 what is a not legitimate product that does not. 14 It is their position that they do not 15 want products on the market that are misbranded, 16 adulterated or otherwise contaminated. 17 Q Are you finished? 18 A I am. Thank you for asking. 19 Q So the first part of that question, 20 you said -- or answer, you said, "My view is more 21 the matter of economic theory. There is demand that 22 does not meet supply, and therefore, there is no 23 price." And then you went on to talk about the 24 FDA's view? 25 A Yes.</p>	<p style="text-align: right;">Page 189</p> <p>1 THE WITNESS: Thank you. 2 It is Economics 101. Literally, my 3 high school student was just taught that price 4 is a function of supply and demand. So that 5 is -- that is a familiar concept to anyone who 6 has taken elementary economics. 7 BY MR. GOLDBERG: 8 Q What economic theory are you relying 9 on for the point that where there is a cGMP 10 violation in a drug, there is no legitimate supply? 11 Which economic theory are you relying on? 12 MR. HONIK: Objection, 13 mischaracterizes her previous response. 14 THE WITNESS: Okay. Again, 15 Economics 101. There can be a demand curve for 16 products that have no supply, legitimate 17 supply. If there is no legitimate supply, 18 there is no economic price. That -- that is 19 just -- that is just elementary economics. 20 BY MR. GOLDBERG: 21 Q I'm asking you, what is the economic 22 theory for an adulterated drug equals no legitimate 23 supply? What's the economic theory for that? 24 A Sure. 25 So this is the most highly -- one of</p>

RESTRICTED CONFIDENTIAL

Page 190	Page 192
<p>1 the most highly regulated consumer products in 2 the -- in the U.S. marketplace. And it is the U.S. 3 regulator's perspective that products that do not 4 meet the evidentiary standard of cGMP are not 5 considered prescription drugs. 6 And I can point you to the orange book 7 where the FDA makes that statement. In other words, 8 in order for a prescription drug to be sold in the 9 U.S., to enter into the commercial class of trade 10 and be sold in a pharmacy, it must be produced in 11 accordance with the cGMP at minimum and attested to 12 by the manufacturer, and in addition, meet other 13 evidentiary standards for safety and efficacy. 14 That is the position of the U.S. 15 government. 16 Q Would you agree that patients who 17 would not have taken the at-issue valsartan would 18 have -- because it was not supplied, in your view of 19 the world, would not -- would have needed to take 20 another medication to treat their hypertension? 21 MR. HONIK: Objection, beyond the 22 scope. 23 THE WITNESS: So are you saying 24 that -- because I think I'm -- I think what 25 you're asking is, would there be demand for</p>	<p>1 hyper -- high blood pressure or hypertension or 2 prevent sequella. 3 THE COURT REPORTER: Thank you. 4 BY MR. GOLDBERG: 5 Q Would there have been a cost 6 associated with having to take one of those 7 alternative medications or treatments? 8 MR. HONIK: Object to the form, beyond 9 the scope. 10 THE WITNESS: It depends. 11 BY MR. GOLDBERG: 12 Q If someone had to take a different 13 ARB, they might have had to pay for that ARB, right? 14 MR. HONIK: Object to the form. 15 THE WITNESS: They may have. They may 16 have decided to manage their -- their treatment 17 in many other ways. Physicians can choose to 18 do many things. We know that demand for 19 valsartan products that were recalled dropped 20 precipitously, and so those consumers went 21 elsewhere. Where they went, there are many, 22 many options available to them and their 23 physicians. 24 BY MR. GOLDBERG: 25 Q Is it -- your analysis doesn't take</p>
Page 191	Page 193
<p>1 treatment of hypertension and high blood 2 pressure regardless of whether these products 3 were on the market? Is that what you're 4 asking? 5 BY MR. GOLDBERG: 6 Q Sure. 7 A Okay. Consumers in America who suffer 8 from high blood pressure or hypertension or other 9 related conditions certainly seek treatment. They 10 demand treatment for those conditions. 11 My understanding, and as I understand 12 it, your own experts have suggested that there were 13 many treatments available for those conditions, 14 including uncontaminated, unadulterated valsartan 15 manufactured by Novartis, among others. And 16 other -- many other products and non-pharmaceutical 17 products -- 18 THE COURT REPORTER: I'm sorry, 19 Doctor, can you repeat the end of that? 20 THE WITNESS: Sure. 21 Where -- so my understanding is that 22 there are many products that are 23 pharmaceutical, in addition to other 24 non-pharmaceutical products, that can treat the 25 underlying conditions to either mitigate the</p>	<p>1 into account the cost that a consumer might have had 2 to pay for a different medication? 3 MR. HONIK: Object to the form. 4 THE WITNESS: Or do you mean or other 5 management techniques? Because there are many 6 management techniques. 7 BY MR. GOLDBERG: 8 Q Sure. 9 A Some which would have cost less. 10 Q Your -- your analysis doesn't take 11 into account any other -- any -- the cost of any 12 alternative treatment of medication, right? 13 MR. HONIK: Object to the form. 14 THE WITNESS: That is outside the 15 scope of my report, sir. 16 BY MR. GOLDBERG: 17 Q Is it possible that if it 18 weren't -- if they hadn't taken the at-issue 19 valsartan products, consumers might have paid more 20 for a hypertension medication? 21 MR. HONIK: Object to the form. 22 THE WITNESS: I've learned in this 23 world anything is possible. I mean, there are 24 many, many ways of controlling high blood 25 pressure and -- and other related conditions</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 194</p> <p>1 that people may have taken valsartan for during</p> <p>2 this time period. I have no opinion whether or</p> <p>3 not those other therapeutic alternatives,</p> <p>4 including doing nothing, were lostless or</p> <p>5 costly.</p> <p>6 BY MR. GOLDBERG:</p> <p>7 Q Why is the cost of an alternative</p> <p>8 medication not pertinent to your analysis?</p> <p>9 MR. HONIK: Object to the form, asked</p> <p>10 and answered.</p> <p>11 THE WITNESS: Because my damages</p> <p>12 calculation is focused on the injury that</p> <p>13 occurred to consumers and to end-party payors</p> <p>14 for contaminated, adulterated and misbranded</p> <p>15 valsartan products that were recalled during</p> <p>16 the time period. Whether or not people went</p> <p>17 elsewhere, the downstream economic costs to</p> <p>18 that -- to that contamination are of no moment</p> <p>19 in my economic calculation.</p> <p>20 And maybe the way that I like to think</p> <p>21 of it is this way, which is I was asked to</p> <p>22 calculate damages associated with this injury,</p> <p>23 the defendants selling adulterated, misbranded</p> <p>24 products into the U.S. marketplace that</p> <p>25 consumers --</p>	<p style="text-align: right;">Page 196</p> <p>1 BY MR. GOLDBERG:</p> <p>2 Q Okay. You said the drug shouldn't be</p> <p>3 sold, and that it was an illegitimate supply, right?</p> <p>4 MR. HONIK: Object to form.</p> <p>5 THE WITNESS: They are not the same</p> <p>6 thing, sir.</p> <p>7 BY MR. GOLDBERG:</p> <p>8 Q Okay. If consumers would have paid</p> <p>9 more for a different drug because</p> <p>10 valsartan -- because the at-issue valsartan were not</p> <p>11 sold, doesn't -- wouldn't that have mattered to your</p> <p>12 analysis?</p> <p>13 MR. HONIK: Object to the form, asked</p> <p>14 and answered, improper hypothetical, facts not</p> <p>15 in evidence.</p> <p>16 You can answer.</p> <p>17 THE WITNESS: Thank you.</p> <p>18 You have asked this question four</p> <p>19 times, and I have already answered it. But I'm</p> <p>20 happy to answer it again.</p> <p>21 Again, injury occurs at the time of</p> <p>22 the accident, at the time of -- at the time of</p> <p>23 the accident. Whether consumers would have</p> <p>24 gone on to buy something else after the injury</p> <p>25 occurred is of no moment. There was an</p>
<p style="text-align: right;">Page 195</p> <p>1 THE COURT REPORTER: That consumers...</p> <p>2 THE WITNESS: And end-payors or</p> <p>3 insurers didn't know about.</p> <p>4 Injury occurs -- in other words, if</p> <p>5 you get hit by a car, injury occurs at the time</p> <p>6 of the car, being hit. If people go elsewhere</p> <p>7 after they hit their -- after their car was</p> <p>8 hit, maybe they buy a new car or it's more</p> <p>9 costly, maybe they go without a car all</p> <p>10 together, that's -- that's not related to my</p> <p>11 calculation. It's of no moment. The</p> <p>12 economic --</p> <p>13 BY MR. GOLDBERG:</p> <p>14 Q You --</p> <p>15 A Hold on. The economic loss occurs at</p> <p>16 the time of injury.</p> <p>17 Q You said that this drug should not</p> <p>18 have been sold to those consumers, right?</p> <p>19 A That's not what I said, sir.</p> <p>20 Q So the drug could have been sold to</p> <p>21 consumers?</p> <p>22 MR. HONIK: Object to form.</p> <p>23 THE WITNESS: That's not what I said</p> <p>24 either, sir.</p> <p>25</p>	<p style="text-align: right;">Page 197</p> <p>1 economic loss. People bought things that</p> <p>2 shouldn't -- they -- that under the assumptions</p> <p>3 that were given to me, Counsel, should not have</p> <p>4 entered into the legitimate class of trade.</p> <p>5 BY MR. GOLDBERG:</p> <p>6 Q Okay. So I just asked you, your</p> <p>7 testimony is that these drugs should not have</p> <p>8 entered into the class of trade, right?</p> <p>9 A No. What I was asked --</p> <p>10 Q And my question is --</p> <p>11 A No. What I was asked to assume is</p> <p>12 that these products were adulterated and misbranded.</p> <p>13 If a product is adulterated and misbranded,</p> <p>14 according to U.S. regulation and pharmaceutical</p> <p>15 manufacturers, they are not allowed to enter into</p> <p>16 the U.S. class of trade. And therefore, there was</p> <p>17 no supply.</p> <p>18 Q Okay.</p> <p>19 A Injury occurs because these</p> <p>20 products -- these contaminated products entered into</p> <p>21 the U.S. class of trade and people bought them. And</p> <p>22 insurers purchased -- insurers paid for them. The</p> <p>23 economic loss arising, therefore, from the purchase</p> <p>24 of products that, under this theory of damages,</p> <p>25 should not have occurred.</p>

50 (Pages 194 - 197)

RESTRICTED CONFIDENTIAL

Page 198	Page 200
<p>1 What people would have done after the</p> <p>2 injury, they switched products to another</p> <p>3 prescription drug, they managed their hypertension</p> <p>4 by diet and exercise, they underwent stent therapy,</p> <p>5 all of those other things are of no moment to my</p> <p>6 assessment of economic loss.</p> <p>7 BY MR. GOLDBERG:</p> <p>8 Q I'm not talking about after the injury</p> <p>9 at this point. I'm talking about instead of the</p> <p>10 injury. Instead of buying the at-issue valsartan</p> <p>11 because it was not on the market and a consumer</p> <p>12 bought a different ARB or a different drug and paid</p> <p>13 more for that, that doesn't matter to your -- would</p> <p>14 have paid more for that, that doesn't matter to your</p> <p>15 analysis?</p> <p>16 MR. HONIK: Objection, asked and</p> <p>17 answered, improper hypothetical.</p> <p>18 THE WITNESS: So -- I mean, really the</p> <p>19 alternative here is not -- is that the</p> <p>20 manufacturers actually sold unadulterated,</p> <p>21 properly branded product, not that consumers</p> <p>22 were forced to go elsewhere, in my economic</p> <p>23 analysis.</p> <p>24 BY MR. GOLDBERG:</p> <p>25 Q In an economic analysis where a</p>	<p>1 they would have had to purchase some other drug,</p> <p>2 right?</p> <p>3 MR. HONIK: Object to the form. It's</p> <p>4 been asked and answered, I don't know, 15 times</p> <p>5 already.</p> <p>6 THE WITNESS: There are many, many</p> <p>7 treatments for hypertension and high blood</p> <p>8 pressure out there. Some of them are</p> <p>9 pharmaceutical. Some of them are other things.</p> <p>10 It's immaterial to my perspective. I am simply</p> <p>11 focused on the people who actually bought or</p> <p>12 insured the contaminated, misbranded and</p> <p>13 adulterated products at-issue in this matter.</p> <p>14 BY MR. GOLDBERG:</p> <p>15 Q Do you know the difference between</p> <p>16 compensatory damages and punitive damages?</p> <p>17 MR. HONIK: Object to the form,</p> <p>18 outside the scope, calls for an expert legal</p> <p>19 opinion.</p> <p>20 THE WITNESS: No. I'm not a lawyer.</p> <p>21 Maybe in my future life.</p> <p>22 BY MR. GOLDBERG:</p> <p>23 Q In your view, the damages you</p> <p>24 calculated, are you -- are you calculating damages</p> <p>25 to compensate consumers or their loss or deter</p>
Page 199	Page 201
<p>1 consumer would have taken a different drug instead</p> <p>2 of the at-issue valsartan, and they would have paid</p> <p>3 the same or more for that different drug, did the</p> <p>4 consumer have an economic injury?</p> <p>5 MR. HONIK: Objection, asked and</p> <p>6 answered, improper hypothetical.</p> <p>7 THE WITNESS: From my perspective, if</p> <p>8 the consumer did not buy adulterated or -- and</p> <p>9 misbranded, illegitimate valsartan products,</p> <p>10 they are not injured.</p> <p>11 So all of those people between 2012</p> <p>12 and 2018 that took Novartis-brand valsartan</p> <p>13 that was not recalled or contaminated, they are</p> <p>14 out of my class. They are out of the -- my</p> <p>15 calculation of damages.</p> <p>16 All of those people between 2012 and</p> <p>17 2018 that used other therapeutic modalities to</p> <p>18 treat their hypertension are of no moment to</p> <p>19 me, in my economic analysis.</p> <p>20 My economic analysis is only focused</p> <p>21 on the people who purchased adulterated and</p> <p>22 misbranded valsartan products that were</p> <p>23 ultimately recalled.</p> <p>24 BY MR. GOLDBERG:</p> <p>25 Q And if they didn't make that purchase,</p>	<p>1 manufacturers from making drugs that have</p> <p>2 adulterations or misbranding?</p> <p>3 MR. HONIK: Same objection to the</p> <p>4 extent it calls for a legal conclusion.</p> <p>5 You may answer.</p> <p>6 THE WITNESS: I'm sorry. I -- I</p> <p>7 didn't quite follow. Can you slow down and ask</p> <p>8 not a compound question, but in parts?</p> <p>9 BY MR. GOLDBERG:</p> <p>10 Q Turn to Paragraph 45 of your report.</p> <p>11 A So we're moving on? You're not going</p> <p>12 to ask that question?</p> <p>13 Q I'm moving on.</p> <p>14 A Oh, okay.</p> <p>15 Q Do you have Paragraph 45 up?</p> <p>16 A Uh-huh.</p> <p>17 Q In Paragraph 45, you write, "Assigning</p> <p>18 a non-zero value to non-safety and quality compliant</p> <p>19 products is perverse. To do so would be to</p> <p>20 incentivize and legitimize cheating and</p> <p>21 noncompliance by manufacturers and other members of</p> <p>22 the United States pharmaceutical supply chain."</p> <p>23 Did I read that correctly?</p> <p>24 A That's what it says.</p> <p>25 Q Is it your opinion that -- that the</p>

51 (Pages 198 - 201)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 202</p> <p>1 damages you calculated are intended to</p> <p>2 disincentivize manufacturers from cheating and</p> <p>3 noncompliance?</p> <p>4 MR. HONIK: Object to the form.</p> <p>5 BY MR. GOLDBERG:</p> <p>6 Q Well, let me put it another way.</p> <p>7 Are you -- are you suggesting that</p> <p>8 manufacturers should be deterred from cheating and</p> <p>9 noncompliance?</p> <p>10 A It is the U.S. government's position,</p> <p>11 evolving over time, and also pharmaceutical</p> <p>12 manufacturers' position, that the illegitimate,</p> <p>13 misbranded, adulterated, contaminated, criminal</p> <p>14 class of trade of prescription drugs should be</p> <p>15 minimized at, if at all, at all possibilities.</p> <p>16 There's 100 years of focus on reducing</p> <p>17 products that pick the pocket of consumers, don't do</p> <p>18 what they say or could even cause harm. To allow</p> <p>19 those products onto the market to legitimate this</p> <p>20 type of cheating, goes against U.S. policy and,</p> <p>21 frankly, the pharmaceutical industry's position, for</p> <p>22 the better part of many decades.</p> <p>23 BY MR. GOLDBERG:</p> <p>24 Q So in calculating the damages the way</p> <p>25 you have, are you taking into account the need to</p>	<p style="text-align: right;">Page 204</p> <p>1 damages associated with misconduct.</p> <p>2 BY MR. GOLDBERG:</p> <p>3 Q Right. So --</p> <p>4 A Myself -- I mean, from, again, an</p> <p>5 economic perspective, these products are worthless.</p> <p>6 The court has agreed. Consumers and third-party</p> <p>7 payors suffered an economic harm. And my analysis</p> <p>8 calculates that economic harm, which is the full</p> <p>9 price of the product that they paid at the pharmacy</p> <p>10 counter.</p> <p>11 Q Why do you -- why is it necessary for</p> <p>12 you to -- to say that a nonzero value is perverse</p> <p>13 and would incentivize to you? What -- what does</p> <p>14 that have to do with your economic calculation?</p> <p>15 A It goes -- because it goes -- because</p> <p>16 assigning a nonzero value goes against U.S. policy</p> <p>17 and the pharmaceutical companies' own position on</p> <p>18 the matter of illegitimate products for the better</p> <p>19 part of 50 -- and if you count from 1906, the better</p> <p>20 part of more than 100 years of U.S. policy. But,</p> <p>21 again, products that are illegitimate, that do not</p> <p>22 meet cGMP, that would not be allowed to come into</p> <p>23 the U.S. market, they have no economic value. And</p> <p>24 the court agrees with me.</p> <p>25 THE COURT REPORTER: And the -- I'm</p>
<p style="text-align: right;">Page 203</p> <p>1 deter manufacturers from wrongdoing, as you put it?</p> <p>2 MR. HONIK: Object to the form, calls</p> <p>3 for a legal conclusion, beyond the scope of her</p> <p>4 report.</p> <p>5 THE WITNESS: I'm sorry. I don't</p> <p>6 quite understand your question. Can you please</p> <p>7 repeat it?</p> <p>8 BY MR. GOLDBERG:</p> <p>9 Q In calculating -- in calculating the</p> <p>10 damages that you've calculated, are you trying to</p> <p>11 also account for some punishment, if you will, of</p> <p>12 manufacturers -- of the defendants for manufacturing</p> <p>13 drugs that had an impurity in it?</p> <p>14 MR. HONIK: Same objection. She's not</p> <p>15 a lawyer, beyond the scope.</p> <p>16 THE WITNESS: I'm sorry. I don't -- I</p> <p>17 don't quite understand what you mean. Am I</p> <p>18 trying to punish the manufacturers? Is that</p> <p>19 what you're asking?</p> <p>20 BY MR. GOLDBERG:</p> <p>21 Q Yes.</p> <p>22 MR. HONIK: Same objection.</p> <p>23 THE WITNESS: Again, that's no moment</p> <p>24 to my -- that has no moment in my opinions in</p> <p>25 this matter. I was asked to calculate economic</p>	<p style="text-align: right;">Page 205</p> <p>1 sorry.</p> <p>2 THE WITNESS: And the court agrees</p> <p>3 with me on that point.</p> <p>4 COURT REPORTER: Thank you.</p> <p>5 THE WITNESS: Thank you.</p> <p>6 BY MR. GOLDBERG:</p> <p>7 Q I just want to confirm, you have not</p> <p>8 made any attempt to consider whether a consumer</p> <p>9 would have paid a different co-payment for a</p> <p>10 different drug but for their purchase of valsartan?</p> <p>11 MR. HONIK: Object to the form.</p> <p>12 THE WITNESS: I already answered this</p> <p>13 question, sir.</p> <p>14 But, again, all I considered in my</p> <p>15 analysis is what consumers actually paid for</p> <p>16 these at-issue products.</p> <p>17 BY MR. GOLDBERG:</p> <p>18 Q And the same is true for TPPs? All</p> <p>19 you considered for end-payors or third-party payors</p> <p>20 is what they actually paid for the product?</p> <p>21 THE COURT REPORTER: Is what they</p> <p>22 actually...</p> <p>23 MR. GOLDBERG: Paid for the product.</p> <p>24 THE WITNESS: Correct.</p> <p>25</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 206</p> <p>1 BY MR. GOLDBERG:</p> <p>2 Q Just moving on into another area of</p> <p>3 your report --</p> <p>4 THE WITNESS: Excuse me. If we're</p> <p>5 moving on, before there's a question pending,</p> <p>6 do you mind if we take a break, please?</p> <p>7 MR. GOLDBERG: No, that's fine.</p> <p>8 THE VIDEOGRAPHER: The time is 4:41.</p> <p>9 We're going off the record.</p> <p>10 (Whereupon, a short break was taken.)</p> <p>11 THE VIDEOGRAPHER: The time is 4:52.</p> <p>12 This begins Media Unit Number 5. We're back on</p> <p>13 the record.</p> <p>14 BY MR. GOLDBERG:</p> <p>15 Q Dr. Conti, can you turn in your report</p> <p>16 to Paragraph 58?</p> <p>17 A I'm there.</p> <p>18 Q At the beginning of this paragraph,</p> <p>19 you say, "Plaintiffs' counsel have asked me to</p> <p>20 calculate damages for four different theories of</p> <p>21 liability against the manufacturer defendants and</p> <p>22 two different theories of liability and one theory</p> <p>23 of unjust enrichment against the defendant</p> <p>24 retailers."</p> <p>25 Do you see that?</p>	<p style="text-align: right;">Page 208</p> <p>1 Again, the retailers are different. But --</p> <p>2 THE COURT REPORTER: But from the</p> <p>3 defendants...</p> <p>4 MR. HONIK: I think she said the</p> <p>5 retailers are different.</p> <p>6 THE WITNESS: Right. For the</p> <p>7 defendants, the measure of economic liability</p> <p>8 is the same. It's the price that was paid.</p> <p>9 And for the retailers, it's different.</p> <p>10 THE COURT REPORTER: Thank you.</p> <p>11 BY MR. GOLDBERG:</p> <p>12 Q And leaving aside unjust enrichment,</p> <p>13 in what way is -- is it different for the retailers?</p> <p>14 A Let's go down and talk about it.</p> <p>15 So the -- the retailers sold the</p> <p>16 product to consumers, and they obtained their own</p> <p>17 benefit from selling these products. So it's the</p> <p>18 economic loss or economic gain associated with the</p> <p>19 retailers' sale that's different than the</p> <p>20 defendants' sale.</p> <p>21 Q Okay. I'm not going to get into the</p> <p>22 economic damages for the retailers, at this point.</p> <p>23 I'm -- I'm going to leave that for somebody else.</p> <p>24 You have that -- you made that</p> <p>25 statement. I just wanted to clarify that one point.</p>
<p style="text-align: right;">Page 207</p> <p>1 A Yes.</p> <p>2 Q The unjust enrichment damages that you</p> <p>3 calculated, did you apply the same measure of</p> <p>4 damages to all of the different theories of</p> <p>5 liability?</p> <p>6 A They differ by the states included in</p> <p>7 the calculations.</p> <p>8 Q To your knowledge, is that the only</p> <p>9 difference that -- as between these different</p> <p>10 theories of liability?</p> <p>11 A Generally, yes. And then -- I mean,</p> <p>12 in terms of the defendants, the terms of the</p> <p>13 retailers, there's both data and --</p> <p>14 THE COURT REPORTER: And what? And</p> <p>15 what, Doctor?</p> <p>16 THE WITNESS: And states that are</p> <p>17 different from the retailers.</p> <p>18 BY MR. GOLDBERG:</p> <p>19 Q In terms of the measure of damages for</p> <p>20 all of the liability, leaving aside unjust</p> <p>21 enrichment, the measure of damages for all of them</p> <p>22 is the same, which is a full refund of the price</p> <p>23 paid at the point of sale?</p> <p>24 MR. HONIK: Object to the form.</p> <p>25 THE WITNESS: Correct. Yeah, correct.</p>	<p style="text-align: right;">Page 209</p> <p>1 In terms of the -- the manufacturer</p> <p>2 damages, you -- you relied -- you're relying on data</p> <p>3 from IQVIA? Am I correct?</p> <p>4 A Right. I'm relying on national sales</p> <p>5 by product, manufacturer, month, state and payment</p> <p>6 types of who the payor is. And I'm also relying on</p> <p>7 national data related to the co-payment amounts, or</p> <p>8 co-insurance amounts, that consumers paid. Again,</p> <p>9 by product, payor, state, month, year.</p> <p>10 Q And how did you get the data that you</p> <p>11 relied upon?</p> <p>12 A I instructed my staff to purchase the</p> <p>13 data on my behalf.</p> <p>14 THE COURT REPORTER: To purchase?</p> <p>15 THE WITNESS: To purchase, yes.</p> <p>16 BY MR. GOLDBERG:</p> <p>17 Q Did you provide a specific instruction</p> <p>18 as to what -- what parameters you were looking for</p> <p>19 for them to purchase?</p> <p>20 A I think I just made that clear in my</p> <p>21 previous answer, sir.</p> <p>22 I -- I look at IQVIA data every day in</p> <p>23 my research, and they are known as the gold standard</p> <p>24 for pharmaceutical sales of legitimate prescription</p> <p>25 drugs in the U.S. consumer market.</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 210</p> <p>1 Q Do you know whether there are any</p> <p>2 limitations to the IQVIA data you relied upon or</p> <p>3 purchased?</p> <p>4 A Oh, goodness, Mr. Goldberg, there are</p> <p>5 always limitations, but they are the gold standard.</p> <p>6 They are used by the pharmaceutical industry</p> <p>7 themselves for assessing sales of products both in</p> <p>8 their own market but also in competitor markets.</p> <p>9 And, you know, I am not aware of a product that is</p> <p>10 better.</p> <p>11 Q Do you know that there are some</p> <p>12 sources of data that IQVIA is not able to obtain and</p> <p>13 makes projections in place of the data that they</p> <p>14 can't obtain?</p> <p>15 A So the Xponent data that I used is</p> <p>16 comprised of approximately 92 percent of total</p> <p>17 prescription sales for legitimate consumer</p> <p>18 product -- legitimate pharmaceutical products in the</p> <p>19 U.S. class of trade. There are some holes in their</p> <p>20 audit, but with prescription manufacturers and</p> <p>21 pharmacies. But those are not holes that are</p> <p>22 particularly relevant to these specific products.</p> <p>23 What I mean by that is that we know</p> <p>24 that Xponent data does not have -- does not have</p> <p>25 good purview into drugs that are sold to some</p>	<p style="text-align: right;">Page 212</p> <p>1 data in -- in my report. I've also written -- I've</p> <p>2 used Xponent data for my own research in many, many</p> <p>3 different contexts. And so those limitations for</p> <p>4 this type of data are very well known. They're well</p> <p>5 characterized, and I cite those in my report, the</p> <p>6 fact that Xponent doesn't contain all consumer</p> <p>7 co-insurance.</p> <p>8 THE COURT REPORTER: Co-insurance...</p> <p>9 THE WITNESS: Co-payment amounts that</p> <p>10 consumers pay -- paid for these products is</p> <p>11 accounted for in a specific way in this</p> <p>12 analysis. Specifically, I took average</p> <p>13 insurance and co-payment amounts by product,</p> <p>14 month, year, manufacturer and applied that to</p> <p>15 the analysis --</p> <p>16 THE COURT REPORTER: The analysis...</p> <p>17 THE WITNESS: When appropriate.</p> <p>18 THE COURT REPORTER: One more time.</p> <p>19 THE WITNESS: When appropriate.</p> <p>20 COURT REPORTER: I'm sorry. Thank</p> <p>21 you.</p> <p>22 THE WITNESS: No problem. It's the</p> <p>23 end of a day.</p> <p>24 BY MR. GOLDBERG:</p> <p>25 Q From the IQVIA data, the Xponent data,</p>
<p style="text-align: right;">Page 211</p> <p>1 hospitals in the U.S. and some specialty pharmacies.</p> <p>2 But those are not -- these are</p> <p>3 not -- these products at-issue here are not really</p> <p>4 those drugs. It's largely drugs that are -- that</p> <p>5 are used in the inpatient setting to treat very,</p> <p>6 very sick people in the ICU and -- and otherwise.</p> <p>7 The retail class of trade from regular</p> <p>8 pharmacies like CVS and Walgreens are the -- are the</p> <p>9 products that are at-issue here and that -- in that</p> <p>10 class of trade.</p> <p>11 THE COURT REPORTER: That class of --</p> <p>12 that class of trade...</p> <p>13 THE WITNESS: That is at-issue in this</p> <p>14 math certificate.</p> <p>15 Xponent also doesn't capture all</p> <p>16 co-insurance and co-payment amounts. It</p> <p>17 captures approximately 80 percent that are</p> <p>18 purchased, not all that are purchased or all</p> <p>19 that are paid in the legitimate consumer --</p> <p>20 legitimate pharmaceutical market in the U.S.</p> <p>21 And my methods account for that.</p> <p>22 BY MR. GOLDBERG:</p> <p>23 Q How do your methods account for that?</p> <p>24 How do you explain that?</p> <p>25 A So I explain the limitations of this</p>	<p style="text-align: right;">Page 213</p> <p>1 you -- that data does not identify the specific</p> <p>2 patients who purchased valsartan, right?</p> <p>3 A It's inclusive of all patients that</p> <p>4 purchased valsartan or who prescribed and dispensed</p> <p>5 valsartan by definition.</p> <p>6 Q You can't use that data to identify</p> <p>7 any particular patient, right?</p> <p>8 A Correct, it is inclusive of all.</p> <p>9 Q And you can't use that data to</p> <p>10 identify any particular payor for valsartan?</p> <p>11 A That is -- that is incorrect.</p> <p>12 Q I thought - I thought I just heard you</p> <p>13 say that, so maybe I misheard you.</p> <p>14 A No.</p> <p>15 MR. HONIK: Wait. Wait. Wait for a</p> <p>16 question. Wait for a question.</p> <p>17 MR. GOLDBERG: Okay. I did mishear</p> <p>18 you. You said prescribe and dispense.</p> <p>19 BY MR. GOLDBERG:</p> <p>20 Q Does the IQVIA -- does the IQVIA data</p> <p>21 permit you to determine a particular class member's</p> <p>22 damages in this case?</p> <p>23 A The IQVIA data allows me to</p> <p>24 disaggregate sales of products by product, and by</p> <p>25 payor type.</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 214</p> <p>1 Q So no, you couldn't get to a 2 particular class member's data in this case through 3 the IQVIA data? 4 A I'm not sure I understand what you 5 mean by "class member." I mean, my -- my -- excuse 6 me. My understanding is that class members are, by 7 definition, defined buy payor type and also by 8 state. 9 Q Did you look at the IQVIA data and 10 determine what a particular consumer paid for 11 valsartan in cash? 12 MR. HONIK: Objection, asked and 13 answered. 14 THE WITNESS: It is inclusive of all 15 payments made by all consumers who are 16 presumable class members, and it's inclusive of 17 all payors that are inclusive of all payor 18 class members by month, state, year and 19 product. 20 BY MR. GOLDBERG: 21 Q Right. It doesn't get -- it doesn't 22 allow you to drill down to what a particular 23 consumer paid -- 24 MR. HONIK: Do you mean without more? 25 Do you mean without more? Is that what you</p>	<p style="text-align: right;">Page 216</p> <p>1 specific payor. There are payor variables that 2 are pretty specific in the IQVIA data that 3 would allow me to characterize or identify 4 payors to a pretty specific degree. 5 BY MR. GOLDBERG: 6 Q What -- what is that specific degree? 7 A So I know where the payor is located, 8 what the payor's type is, and also what the payor's 9 name is for each individual product, month, year, 10 combination. 11 Q And by "payor," you're -- when you're 12 talking about -- you're talking about third-party 13 payors? When you're talking about getting to that 14 level of specificity, you're talking about 15 third-party payors or consumers? 16 A Third-party payors. 17 Q When you calculated average co-pays, 18 did you exclude co-pays -- 0-dollar co-pays in your 19 averaging? 20 MR. HONIK: Object to form. 21 THE WITNESS: I did not. 22 BY MR. GOLDBERG: 23 Q Is it the -- you just mentioned the -- 24 the specificity with respect to TPPs. Is it your 25 view and understanding that all TPPs are advised in</p>
<p style="text-align: right;">Page 215</p> <p>1 mean, Seth? 2 MR. GOLDBERG: The question is 3 pending. I asked her about the Xponent data. 4 MR. HONIK: The problem is you've 5 asked it six times. I think she's answered it 6 as best she can. It's aggregate data is what 7 she's saying, and if you're asking -- 8 MR. GOLDBERG: Are you testifying? 9 MR. HONIK: No. I'm just -- I think 10 you're going round and round. 11 But answer it as best you can. 12 THE WITNESS: Can you restate the 13 question, please? 14 BY MR. GOLDBERG: 15 Q The IQVIA data doesn't allow you to 16 drill down to what a particular class member paid 17 for at-issue valsartan? 18 MR. HONIK: Object to form, asked and 19 answered. 20 THE WITNESS: So, again, IQVIA's data 21 is specific to the product, month, year, payor 22 and state. And therefore -- and across all the 23 U.S. And therefore, it is -- it is -- it 24 contains in it every single potential class 25 member, whether they be a consumer or a</p>	<p style="text-align: right;">Page 217</p> <p>1 the IQVIA data? 2 A Well, the TPPs that I used for my 3 damage calculations met certain criteria. 4 Q What were those criteria? 5 A They're listed in my report. 6 Q Do you want to point to that? 7 A Sure, give me a second. Are you with 8 me? 9 Q Uh-huh. 10 A Okay, great. Page 29 of my report, 11 Paragraph 75, I define end-payor class damages. And 12 in Paragraph 75, I say, "...my calculation of 13 End-Payor Class damages includes three parts. 14 First, I limit both sets of Xponent data" -- both 15 the total national sales but also co-insurance 16 co-payments, they are actually two separate 17 datasets, "to exclude cash paid claims as well as 18 claims paid by the following state and federal 19 government entities (based on plan categories or 20 plan names in the Xponent data):" 21 "CHIP," Children's Health Insurance 22 Program, "federal assistance programs, Medicare 23 Parts A and B...", Medicare Part A is for hospital 24 plans, we were just talking about that before. 25 We're not talking about that class of trade here.</p>

55 (Pages 214 - 217)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 218</p> <p>1 And Medicare Part B, which is the insurance that 2 covers drugs that are infused or injected or 3 otherwise given to patients in a medical office. 4 State insurance programs -- assistance 5 programs, to include ADAP. ADAPs are state 6 assistance programs with people with HIV or other 7 infectious disease. Tricare, a military program -- 8 a military insurance program, department of Veterans 9 Affairs, another -- another military insurance 10 program, the Indian Health Service, state employee 11 plans, which include city and county plans -- sorry. 12 Not -- I didn't exclude city and county plans. And 13 Workers Compensation plans. 14 And you can see there's a note that 15 follows that. This occurs for 464 distinct 16 combinations of manufacturer, product, state and 17 month out of the 36,000ish -- oh, no, I'm sorry. 18 Right. It includes the valsartan class definitions 19 and exclusions. It's -- it's Footnote 17. 20 Q Why -- why did you -- what do you 21 understand your reason for excluding the claims paid 22 by those state and federal government entities? Why 23 did you want to exclude those from your 24 calculations? 25 A That was a --</p>	<p style="text-align: right;">Page 220</p> <p>1 government payors should be included in your damages 2 calculation? 3 MR. HONIK: Same objection as 4 previously stated. 5 THE WITNESS: It's by instruction of 6 counsel. 7 BY MR. GOLDBERG: 8 Q Whatever counsel told you to 9 calculate, that's what you calculated? 10 MR. HONIK: Objection to form. 11 THE WITNESS: That is not what I said, 12 sir. 13 BY MR. GOLDBERG: 14 Q Whatever counsel told you to include 15 is what you included, and what they told you to 16 exclude is what you tried to exclude. 17 MR. HONIK: Object to form. That is 18 not her testimony. 19 THE WITNESS: That is not my 20 testimony, sir. 21 BY MR. GOLDBERG: 22 Q Going down into this paragraph, you 23 say, "I did not exclude Medicare Part D plan 24 sponsors because they are private entities that 25 offer prescription drug benefits, and I did not</p>
<p style="text-align: right;">Page 219</p> <p>1 THE COURT REPORTER: That was a what? 2 THE WITNESS: A part of the 3 instruction of counsel. 4 BY MR. GOLDBERG: 5 Q Do you understand that you're -- 6 you're excluding them to avoid including claims in 7 your calculation by payors who are excluded from the 8 GPP class definition, such as -- 9 THE COURT REPORTER: Such as -- sorry. 10 Hold on. I didn't hear the end of the 11 question. 12 MR. HONIK: She needs you to repeat 13 it, Seth, the last part, the last part. Jamie, 14 read what you have. 15 MR. GOLDBERG: Such as government 16 payors. 17 MR. HONIK: Object to form and object 18 to the extent it calls for a legal conclusion 19 or expertise. 20 You can answer. 21 THE WITNESS: Thank you. 22 Again, the exclusion was based on 23 instruction from counsel. 24 BY MR. GOLDBERG: 25 Q Do you have any view as to whether</p>	<p style="text-align: right;">Page 221</p> <p>1 exclude federal employee plans because they are 2 provided by private insurers." 3 A There's other things in that sentence 4 as well that you kind of skipped over. 5 Q Again, just focusing on the first part 6 of the sentence, Medicare -- the Medicare Part D 7 plan, part of that -- 8 A Do you mean the second part of the 9 sentence? Do you mean the second? 10 Q No. 11 A I mean, I'm just trying to follow, 12 sir. 13 So the first part of the sentence, 14 which you kind of skipped over half of it, I said, 15 "I also excluded prescriptions for which the 16 consumer is not covered by insurance but uses a 17 coupon that reduces their total costs, including 18 discount cards and vouchers. I did not exclude 19 Medicare Part D plan sponsors because they are 20 private entities that offer prescription drug 21 benefits, and I did not exclude federal employee 22 plans because they are provided by private 23 insurers." 24 Q I want to focus on the Medicare Part D 25 plan part of that. Okay?</p>

RESTRICTED CONFIDENTIAL

Page 222	Page 224
<p>1 In that part of this paragraph, you're</p> <p>2 referring to third-party payors who are private</p> <p>3 insurers that have, as part of their product mix, a</p> <p>4 Medicare Part D plan; am I correct?</p> <p>5 A I don't quite understand your</p> <p>6 question. I'm sorry.</p> <p>7 Q Your sentence says, "I did not exclude</p> <p>8 Medicare part D plan sponsors because they are</p> <p>9 private entities that offer prescription drug</p> <p>10 benefits."</p> <p>11 My question is, you're referring to</p> <p>12 third-party payors who have Medicare Part D plans,</p> <p>13 private entities that have Medicare Part D plans as</p> <p>14 part of their -- their offerings to consumers,</p> <p>15 correct?</p> <p>16 A No.</p> <p>17 MR. HONIK: Object to form.</p> <p>18 BY MR. GOLDBERG:</p> <p>19 Q What are you referring to then?</p> <p>20 A So there are third-party payors, so,</p> <p>21 for example, Aetna. Aetna includes sales plans that</p> <p>22 are to consumers that are -- for people who are</p> <p>23 employed, for people who are in the individual</p> <p>24 insurance market, and also sells plans to consumers</p> <p>25 who may be Medicare eligible.</p>	<p>1 BY MR. GOLDBERG:</p> <p>2 Q Do you know whether those Part D plan</p> <p>3 sponsors that are commercial entities receive</p> <p>4 funding from the federal government?</p> <p>5 MR. HONIK: Object to form.</p> <p>6 THE WITNESS: They do under certain</p> <p>7 circumstances, but that's separate from the</p> <p>8 premiums that are paid by actual seniors for</p> <p>9 their insurance coverage.</p> <p>10 BY MR. GOLDBERG:</p> <p>11 Q Did you factor into your calculation</p> <p>12 any amounts that the federal government might have</p> <p>13 paid to private commercial third-party payors that</p> <p>14 offer Medicare Part D plans?</p> <p>15 MR. HONIK: Object to form, asked and</p> <p>16 answered.</p> <p>17 THE WITNESS: Again, consumers who are</p> <p>18 seniors are required to have -- to purchase</p> <p>19 prescription drug benefit from these Part D</p> <p>20 plans. They pay premiums. And then they have</p> <p>21 an insurance schedule on how much they are</p> <p>22 required to pay out-of-pocket for each and</p> <p>23 every prescription drug that is dispensed to</p> <p>24 them.</p> <p>25 Since injury occurs at the point of</p>
Page 223	Page 225
<p>1 A Medicare Part D plan is one that is</p> <p>2 sold by commercial insurers such as Aetna, United,</p> <p>3 et cetera, to seniors who are required to have</p> <p>4 Part D prescription drug benefits.</p> <p>5 Q Are you familiar with how</p> <p>6 Medicare Part D claims are reimbursed?</p> <p>7 A I am. But how is that relevant to</p> <p>8 this case, sir?</p> <p>9 Q Do you believe that the TPPs that</p> <p>10 provide Medicare Part D plans bear 100 percent of</p> <p>11 the cost of reimbursement for enrollees of those</p> <p>12 plans?</p> <p>13 MR. HONIK: Object to the form.</p> <p>14 THE WITNESS: I think -- okay. So</p> <p>15 what insurance -- what defines a commercial</p> <p>16 insurance plan is that consumers, you and me,</p> <p>17 my mother, who is Medicare eligible, pay</p> <p>18 premiums to a commercial insurer, as opposed to</p> <p>19 paying premiums or are otherwise insured by a</p> <p>20 private -- by a public insurer.</p> <p>21 Part D plans receive premiums from the</p> <p>22 people who are insured by them, just like the</p> <p>23 plans that are sold to non-seniors receive</p> <p>24 premiums from the people who are insured by</p> <p>25 them. They're exactly the same.</p>	<p>1 sale, it is the insurance price that is paid,</p> <p>2 both by the payor itself, and by the consumer</p> <p>3 at the pharmacy counter, than it is at issue in</p> <p>4 my damage calculation.</p> <p>5 Whether or not there are side payments</p> <p>6 or subsidies or anything else that those plans</p> <p>7 or those consumers may face, is of no moment to</p> <p>8 my economic analysis.</p> <p>9 And the way I like to think about it</p> <p>10 is that if I am injured in a car accident, if I</p> <p>11 receive side payments from my mother, for</p> <p>12 example, to pay for my car repair or pay for</p> <p>13 myself to the -- receive medical treatment,</p> <p>14 that has nothing to do with the economic loss I</p> <p>15 suffered from having -- from being injured,</p> <p>16 from being in a car accident. And therefore,</p> <p>17 those side payments, even if they exist, are of</p> <p>18 no moment in my analysis. Injury occurs at the</p> <p>19 point of sale.</p> <p>20 COURT REPORTER: I'm sorry?</p> <p>21 THE WITNESS: Injury occurs at the</p> <p>22 point of sale.</p> <p>23 BY MR. GOLDBERG:</p> <p>24 Q So did you not factor in that</p> <p>25 third-party payors who offer Medicare Part D plans</p>

57 (Pages 222 - 225)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 226</p> <p>1 receive respective subsidies from the federal 2 government to cover their beneficiaries' 3 prescription drug purchases? 4 MR. HONIK: Object to form, asked and 5 answered. 6 THE WITNESS: Again, they only do so 7 sometimes in a prospective way. Largely, those 8 payments are made retrospectively and only for 9 certain types of prescription drugs. I have 10 not seen any evidence to suggest that the 11 valsartan products at issue in this case were 12 ones that were either directly paid by the 13 federal government or were part of those 14 retrospective payments that the government 15 might have made. 16 Usually, those type of direct 17 payments, or retrospective payments, are made 18 for really expensive specialty drugs used in 19 the cancer setting, in the immunology setting, 20 with prices of \$10,000 or more for treatment. 21 That's not what we're talking about in this 22 case. 23 BY MR. GOLDBERG: 24 Q But you haven't considered any amount 25 that the federal government might have paid to any</p>	<p style="text-align: right;">Page 228</p> <p>1 donut hole, they would have to spend something 2 like \$400, maybe a little bit more, in order to 3 even get into that phase of the benefit. 4 And I think the limit for catastrophic 5 coverage during this time period is more like 6 \$8,000. 7 COURT REPORTER: Is what? 8 THE WITNESS: Is more like \$8,000. 9 BY MR. GOLDBERG: 10 Q Yes or no -- 11 A It's not a yes or no question, sir. 12 Q This -- let me ask the question. 13 Yes or no, did you factor in any 14 payments made by the federal government to 15 third-party payors offering Medicare Part D plans? 16 Yes or no, did you factor that into your 17 calculation? 18 MR. HONIK: Object to form, asked and 19 answered. You can't direct the witness to 20 answer it in a manner in which you'd like. If 21 she tells you she's unable to answer it yes or 22 no, she can provide an answer. 23 Please do so. 24 THE WITNESS: Thank you. 25 So, again, the vast majority of</p>
<p style="text-align: right;">Page 227</p> <p>1 TPPs for -- in connection with their Medicare Part D 2 plans, right? 3 MR. HONIK: Object to the form, asked 4 and answered. 5 THE WITNESS: Again, I'm not aware of 6 any evidence to suggest that third-party payors 7 receive direct payments from the federal 8 government to underwrite any senior's sale or 9 purchase of valsartan at-issue products in this 10 case. 11 Again, usually those type of payments 12 in the catastrophic limit, for example, of 13 Part D, those are payments that are made either 14 retrospectively after the injury would have 15 occurred, or are for products that are not at 16 issue here. They're for drugs that are really 17 expensive and for which patients have blown 18 through the donut hole, are in the catastrophic 19 phase of their benefit design. That's -- 20 that's not what we're talking about here. 21 These are generic products that are -- 22 I think, you know, the average co-insurance 23 amount that I -- that I calculated was 24 somewhere on the order of \$12. Consumers 25 could, I think -- to get out of the -- into the</p>	<p style="text-align: right;">Page 229</p> <p>1 seniors who have prescription drug benefits 2 through Part D -- my mother is one of them. I 3 might know more about this than I should. They 4 pay premiums, and they also pay at the pharmacy 5 counter when they get a prescription at a 6 low-cost generic, such as the at-issue 7 valsartan in this case. 8 So that -- whether -- if those TPPs, 9 those third-party payors receive side payments 10 from the federal government, or other types of 11 payments from the federal government, is really 12 not material to this because there's no 13 evidence to suggest that low-cost generics are 14 ever in that phase of the benefit where the 15 third-party payor would actually pay the side 16 payments. 17 BY MR. GOLDBERG: 18 Q What do you understand the third-party 19 payors' point of sale to be? You mentioned the 20 consumer paying at the retail pharmacy. What do you 21 understand the TPPs' point of sale to be? 22 A When the consumer goes to fill their 23 prescription at the pharmacy counter, the pharmacy 24 runs a check on what insurance that patient has and 25 how much the patient needs to pay out of pocket.</p>

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 230</p> <p>1 The point of sale for both, what the pharmacy 2 expects to receive from the consumer and what the 3 pharmacy expects to receive from the insurer is 4 exactly the same. 5 Those transactions occur within 6 seconds, and the pharmacy dispenses the product to a 7 consumer predicated on their existence of insurance 8 and the insurance saying that, yes, they will pay 9 for that product, dispense that beneficiary. It's 10 exactly the same. 11 Q We were -- you talked a lot about 12 value and therapeutic value of the at-issue 13 valsartan, what the consumers receive. And you 14 explained that there was an illegitimate supply for 15 at-issue valsartan, and therefore, even though there 16 was a demand, the drug was worthless. Is that the 17 same -- that worthless as to consumers, is that the 18 same as to third-party payors? 19 MR. HONIK: Object to the form. It's 20 a little bit -- 21 THE COURT REPORTER: I'm sorry. I 22 didn't hear the end of the question. 23 MR. HONIK: Sorry. You trailed off, 24 Seth. Just cover the -- 25</p>	<p style="text-align: right;">Page 232</p> <p>1 legitimate supply curve based on the assumptions 2 given to me by counsel. 3 Q And regardless of any benefit that a 4 TPP might have received, they got from their 5 insured's treatment with the at-issue valsartan, 6 your view is that the drug, as to that TPP, is still 7 worthless? 8 MR. HONIK: Object to form, asked and 9 answered. 10 THE WITNESS: I'm sorry. I didn't -- 11 really did not follow your question. There's a 12 lot of compound phrases there. Can you please 13 restate? 14 BY MR. GOLDBERG: 15 Q Regardless of any benefit that a TPP 16 might have perceived they received from their 17 insured's treatment with the at-issue valsartan, as 18 to that TPP, the drug is still worthless in your 19 view? 20 MR. HONIK: Object to the form, asked 21 and answered. 22 THE WITNESS: I don't understand what 23 you mean by a third-party payor receiving value 24 or benefit. Can you please define? 25</p>
<p style="text-align: right;">Page 231</p> <p>1 BY MR. GOLDBERG: 2 Q Is your view that there was an 3 illegitimate supply of valsartan as to consumers the 4 same for TPPs? 5 MR. HONIK: Object to form. 6 THE WITNESS: I don't think that's the 7 question you asked me, sir. 8 BY MR. GOLDBERG: 9 Q Well, I'm asking you that question. 10 A Okay. Can you go back and ask that 11 question again because I was focused on trying to 12 get clarity on the previous question that you asked. 13 Q Is your view that there was an 14 illegitimate supply of at-issue valsartan as to 15 consumers the same for TPPs? 16 A I was asked to assume that there is no 17 legitimate supply of adulterated and misbranded 18 prescription drugs for the at-issue valsartan 19 products between 2012 and 2018 in order to calculate 20 damages in this matter. For both consumers and 21 end-party payors that are -- that are included in 22 the class. 23 As we have already discussed, my 24 assessment assumes there's a demand curve. What my 25 assessment does not do is assume that there is a</p>	<p style="text-align: right;">Page 233</p> <p>1 BY MR. GOLDBERG: 2 Q Does a third-party payor receive a 3 value when its insureds are effectively treated with 4 a drug? 5 MR. HONIK: Object to the form. 6 They're not consuming -- they're not consuming 7 drugs. I think -- I think that's the problem, 8 Seth. 9 THE WITNESS: I don't follow. 10 MR. HONIK: You're kind of mixing 11 apples and oranges, I think. 12 THE WITNESS: There is no therapeutic 13 value to the third-party payor. 14 BY MR. GOLDBERG: 15 Q Does a third-party payor -- 16 A I don't even understand that, that 17 context. 18 Q Does a third-party payor receive an 19 economic value when its insureds are effectively 20 treated with at-issue valsartan? 21 MR. HONIK: Object to the form of the 22 question. 23 THE WITNESS: That's a lot -- again, 24 that's a lot of compound statements and 25 assumptions that you're making.</p>

RESTRICTED CONFIDENTIAL

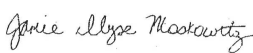
<p style="text-align: right;">Page 234</p> <p>1 BY MR. GOLDBERG:</p> <p>2 Q Well, let's just --</p> <p>3 A Again, third-party payors are not</p> <p>4 consumers, so they don't receive any therapeutic</p> <p>5 benefit from their beneficiaries consuming a</p> <p>6 product. And they certainly don't receive any --</p> <p>7 any benefit from consumers consuming a product that</p> <p>8 was adulterated and misbranded and may have actually</p> <p>9 caused clinical harm.</p> <p>10 Q Do you have any evidence that there</p> <p>11 was any clinical harm in this case from 2012 to</p> <p>12 2018?</p> <p>13 MR. HONIK: Object to the form,</p> <p>14 outside the scope.</p> <p>15 THE WITNESS: I don't think that's the</p> <p>16 issue. Again, that's why -- that's why I don't</p> <p>17 understand at all. I mean --</p> <p>18 BY MR. GOLDBERG:</p> <p>19 Q Just --</p> <p>20 A Okay. I'm sorry, Mr. Goldberg.</p> <p>21 You've interrupted me over and over again today.</p> <p>22 There is a word for that, it's mansplaining. Please</p> <p>23 let me finish.</p> <p>24 So, again, I don't understand the idea</p> <p>25 that third-party payors could benefit from consumers</p>	<p style="text-align: right;">Page 236</p> <p>1 And in Paragraph 52, you describe</p> <p>2 third-party payors.</p> <p>3 A Is that a question?</p> <p>4 Q Are you aware -- are you familiar with</p> <p>5 the different contractual arrangements that</p> <p>6 third-party payors have in terms of sourcing and</p> <p>7 paying for and being reimbursed for at-issue</p> <p>8 valsartan?</p> <p>9 A I think I'm -- that was a compound</p> <p>10 question, right?</p> <p>11 So what do you mean by third-party</p> <p>12 payors being paid for?</p> <p>13 Q Okay. Are you -- are you familiar</p> <p>14 with the contractual arrangements that third-party</p> <p>15 payors have, say, with pharmacy benefit managers?</p> <p>16 A Pharmacy benefit managers are a member</p> <p>17 of the supply chain of prescription drugs in the</p> <p>18 United States. And some payors have their own PBM,</p> <p>19 so there is no contractual relationship. They all</p> <p>20 have a PBM, and some third-party payors contract</p> <p>21 with PBMs to provide fund services to their</p> <p>22 beneficiaries.</p> <p>23 Q These are differences from third-party</p> <p>24 payor to third-party payor, right?</p> <p>25 A I really don't understand that</p>
<p style="text-align: right;">Page 235</p> <p>1 taking adulterated prescription drugs. That should</p> <p>2 not -- that, I was asked to assume, should not have</p> <p>3 entered into the U.S. class of trade. That</p> <p>4 is -- that is your assumption of your -- underlying</p> <p>5 your hypothetical question.</p> <p>6 THE COURT REPORTER: Seth, when you</p> <p>7 get to a good point, can we take five minutes,</p> <p>8 please?</p> <p>9 MR. GOLDBERG: Yes, this is a good</p> <p>10 time.</p> <p>11 MR. HONIK: Okay. Let's take five,</p> <p>12 and then we will reassess --</p> <p>13 THE VIDEOGRAPHER: The time is 5:37.</p> <p>14 This ends Media Unit Number 5. We're going off</p> <p>15 the record.</p> <p>16 (Whereupon, a short break was taken.)</p> <p>17 THE VIDEOGRAPHER: The time is 5:50.</p> <p>18 This begins Media Unit Number 6. We're back on</p> <p>19 the record.</p> <p>20 BY MR. GOLDBERG:</p> <p>21 Q So in your report, you talk about the</p> <p>22 different levels of the pharmaceutical supply chain?</p> <p>23 A Where are you referring, Mr. Goldberg?</p> <p>24 Q I'm going to get you there. It starts</p> <p>25 at Page 19 and goes through to Page 22.</p>	<p style="text-align: right;">Page 237</p> <p>1 question. I'm sorry.</p> <p>2 Q Each third-party payor has its own set</p> <p>3 of contractual arrangements that control its</p> <p>4 distribution and -- and insurance of at-issue</p> <p>5 valsartan?</p> <p>6 MR. HONIK: Object to form.</p> <p>7 THE WITNESS: That is not my</p> <p>8 testimony. Like I just said, the biggest</p> <p>9 payors in the U.S. are their own PBM. They own</p> <p>10 their own PBM, so there is no contractual</p> <p>11 relationship. They are the PBM. There are</p> <p>12 some payors that contract for external PBM</p> <p>13 services, and there's some third-party payors</p> <p>14 that directly go with pharmacies to dispense</p> <p>15 drugs to their beneficiaries.</p> <p>16 BY MR. GOLDBERG:</p> <p>17 Q Are there other -- are there other</p> <p>18 arrangements that you can think of that third-party</p> <p>19 payors have?</p> <p>20 A Not -- I mean, that -- those are</p> <p>21 general buckets that characterize third-party</p> <p>22 payment for prescription drugs sold in the pharmacy</p> <p>23 setting.</p> <p>24 Q Do third-party payors pay pharmacies</p> <p>25 directly, to your understanding?</p>

60 (Pages 234 - 237)

RESTRICTED CONFIDENTIAL

<p style="text-align: right;">Page 238</p> <p>1 A They can and do or dispense</p> <p>2 prescription drugs every day.</p> <p>3 Q Are you aware of any contractual</p> <p>4 arrangements a third-party payor was not able to</p> <p>5 keep and satisfy as a result of the sale of at-issue</p> <p>6 valsartan?</p> <p>7 MR. HONIK: Object to form, outside</p> <p>8 the scope.</p> <p>9 THE WITNESS: I don't understand your</p> <p>10 question at all. I'm sorry, what does "keep"</p> <p>11 mean here?</p> <p>12 BY MR. GOLDBERG:</p> <p>13 Q Are you aware of any -- any</p> <p>14 arrangement a third-party payor has that it's not</p> <p>15 able to satisfy as a result of at-issue valsartan?</p> <p>16 MR. HONIK: Same objection.</p> <p>17 THE WITNESS: I don't know what you're</p> <p>18 referring to. I'm sorry. I don't follow.</p> <p>19 BY MR. GOLDBERG:</p> <p>20 Q Are you aware of whether any</p> <p>21 third-party payor did not -- ended up reaching a</p> <p>22 contract with a pharmacy benefits manager because of</p> <p>23 their covering at-issue valsartan?</p> <p>24 MR. HONIK: Same objection.</p> <p>25 And to the extent it calls for a legal</p>	<p style="text-align: right;">Page 240</p> <p>1 known contaminants of nitrosamines in these</p> <p>2 products.</p> <p>3 BY MR. GOLDBERG:</p> <p>4 Q Does it matter to your analysis that</p> <p>5 the specifications for valsartan during that time</p> <p>6 period did not require -- or did not include</p> <p>7 nitrosamines?</p> <p>8 MR. HONIK: Object to the form,</p> <p>9 hypothetical, inappropriate, facts not in</p> <p>10 evidence.</p> <p>11 You can answer.</p> <p>12 THE WITNESS: Again, the manufacturers</p> <p>13 themselves attested on their drug forms to the</p> <p>14 Food and Drug Administration that there was no</p> <p>15 contamination.</p> <p>16 BY MR. GOLDBERG:</p> <p>17 Q My question is, does it matter to your</p> <p>18 analysis that there -- that nitrosamines were not</p> <p>19 included in the specifications for valsartan from</p> <p>20 2012 to July 2018?</p> <p>21 MR. HONIK: Object to the form,</p> <p>22 improper hypothetical. Those are not</p> <p>23 dispensed.</p> <p>24 You may answer.</p> <p>25 THE WITNESS: Again, my understanding</p>
<p style="text-align: right;">Page 239</p> <p>1 conclusion, you may answer if you understand.</p> <p>2 THE WITNESS: I don't understand the</p> <p>3 question. I'm sorry. Like I said before,</p> <p>4 there are a variety of different types of</p> <p>5 arrangements. Many third-party payors -- many</p> <p>6 insurers pay pharmacies directly for dispensed</p> <p>7 drugs. Some third-party payors may contract</p> <p>8 with pharmacy benefit managers for the coverage</p> <p>9 of some drugs.</p> <p>10 I think what you're referring to is</p> <p>11 the latter category, but I really -- I don't</p> <p>12 understand your question. I don't know what</p> <p>13 you mean by "keep a contract" in this setting.</p> <p>14 BY MR. GOLDBERG:</p> <p>15 Q Does it matter to your analysis that</p> <p>16 different -- there were different levels of NDMA or</p> <p>17 NDEA in the manufacturer defendants' valsartan?</p> <p>18 MR. HONIK: Object to the form. Facts</p> <p>19 not in evidence.</p> <p>20 You may answer.</p> <p>21 THE WITNESS: Thank you.</p> <p>22 So my understanding is, during the</p> <p>23 at-issue time period, between January 2012 and</p> <p>24 2018, the manufacturers attested to the</p> <p>25 Food and Drug Administration that there were no</p>	<p style="text-align: right;">Page 241</p> <p>1 is that the manufacturers of the at-issue</p> <p>2 valsartan products attested to the</p> <p>3 Food and Drug Administration over and over</p> <p>4 again that these products were manufactured to</p> <p>5 be compliant, at minimum, with cGMP. And they</p> <p>6 also attested to the fact that there were no</p> <p>7 contamination of nitrosamines in these at-issue</p> <p>8 valsartan.</p> <p>9 MR. GOLDBERG: I see we're at</p> <p>10 6 o'clock?</p> <p>11 MR. HONIK: Yeah. Why don't we go off</p> <p>12 the record, video and steno?</p> <p>13 THE VIDEOGRAPHER: The time is</p> <p>14 6 o'clock. We're going off the record.</p> <p>15 (Whereupon, the deposition concluded</p> <p>16 at 6 o'clock p.m.)</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

RESTRICTED CONFIDENTIAL

Page 242	Page 244
<p>1 CERTIFICATE</p> <p>2</p> <p>3 I, Jamie I. Moskowitz, a Shorthand</p> <p>4 (Stenotype) Reporter and Notary Public, do hereby</p> <p>5 certify that the foregoing Deposition, of the</p> <p>6 witness, RENA M. CONTI, Ph.D., taken at the time and</p> <p>7 place aforesaid, is a true and correct transcription</p> <p>8 of my shorthand notes.</p> <p>9 I further certify that I am neither</p> <p>10 counsel for nor related to any party to said action,</p> <p>11 nor in any way interested in the result or outcome</p> <p>12 thereof.</p> <p>13 IN WITNESS WHEREOF, I have hereunto set</p> <p>14 my hand this 16th day of February, 2022.</p> <p>15</p> <p>16 </p> <p>17 Jamie Ilyse Moskowitz</p> <p>18 License No. XI01658</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 In Re: Valsartan, Losartan, Et Al</p> <p>2 Rena Conti, PH.D (#5064909)</p> <p>3 E R R A T A S H E E T</p> <p>4 PAGE _____ LINE _____ CHANGE _____</p> <p>5 _____</p> <p>6 REASON _____</p> <p>7 PAGE _____ LINE _____ CHANGE _____</p> <p>8 _____</p> <p>9 REASON _____</p> <p>10 PAGE _____ LINE _____ CHANGE _____</p> <p>11 _____</p> <p>12 REASON _____</p> <p>13 PAGE _____ LINE _____ CHANGE _____</p> <p>14 _____</p> <p>15 REASON _____</p> <p>16 PAGE _____ LINE _____ CHANGE _____</p> <p>17 _____</p> <p>18 REASON _____</p> <p>19 PAGE _____ LINE _____ CHANGE _____</p> <p>20 _____</p> <p>21 REASON _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 Rena Conti, PH.D Date _____</p> <p>25</p>
Page 243	Page 245
<p>1 Ruben Honik, Esq.</p> <p>2 ruben@honiklaw.com</p> <p>3 February 16, 2022.</p> <p>4 RE: In Re: Valsartan, Losartan, et al.</p> <p>5 2/10/22, Rena Conti, PH.D. (#5064909)</p> <p>6 The above-referenced transcript is available for</p> <p>7 review.</p> <p>8 Within the applicable timeframe, the witness should</p> <p>9 read the testimony to verify its accuracy. If there are</p> <p>10 any changes, the witness should note those with the</p> <p>11 reason, on the attached Errata Sheet.</p> <p>12 The witness should sign the Acknowledgment of</p> <p>13 Deponent and Errata and return to the deposing attorney.</p> <p>14 Copies should be sent to all counsel, and to Veritext at</p> <p>15 cs-ny@veritext.com</p> <p>16</p> <p>17 Return completed errata within 30 days from</p> <p>18 receipt of testimony.</p> <p>19 If the witness fails to do so within the time</p> <p>20 allotted, the transcript may be used as if signed.</p> <p>21</p> <p>22 Yours,</p> <p>23 Veritext Legal Solutions</p> <p>24</p> <p>25</p>	<p>1 In Re: Valsartan, Losartan, et al.</p> <p>2 Rena Conti, PH.D (#5064909)</p> <p>3 ACKNOWLEDGEMENT OF DEPONENT</p> <p>4 I, Rena Conti, PH.D, do hereby declare that I</p> <p>5 have read the foregoing transcript, I have made any</p> <p>6 corrections, additions, or changes I deemed necessary as</p> <p>7 noted above to be appended hereto, and that the same is</p> <p>8 a true, correct and complete transcript of the testimony</p> <p>9 given by me.</p> <p>10 _____</p> <p>11 _____</p> <p>12 Rena Conti, PH.D Date _____</p> <p>13 *If notary is required</p> <p>14 SUBSCRIBED AND SWORN TO BEFORE ME THIS</p> <p>15 _____ DAY OF _____, 20____.</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 NOTARY PUBLIC</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

RESTRICTED CONFIDENTIAL

[& - 23]

Page 1

&	11:30 57:16	2	177:4,4,11,12
& 2:16,20 3:17	11:57 74:6	2 8:4 12:24 52:25	199:12,17 231:19
4:18 5:2,7,11 6:2	12 10:4 70:4	53:3,5,15 54:3	234:12 239:24
6:12,17 7:2 14:13	227:24	74:10 77:6,14	240:20
0	12-29-21 69:6	78:21 80:23,23	2019 76:7 171:2
0 57:24 216:18	12.75 68:24 72:23	112:22 166:18,21	202.452.7900 4:21
02109 6:14	12:11 74:9	181:18,22	202.624.2500 5:15
07068 2:9	12:16 76:23	2.6 66:22	202.776.7800 3:14
07102 6:10	12:18 77:2	2/10/22 243:5	2020 35:10,15 39:9
08540 5:21	12:42 91:22 92:1	20 15:3,17 17:2	40:7,14 41:10
1	12:46 94:17	28:5 73:12 98:20	42:7,9 59:24 60:1
1	12:48 95:11	245:15	61:1 78:7
1 8:3 11:3 43:16	13 70:5	20004 3:13 5:14	2021 26:4,11,15,17
43:17 44:2 49:15	13th 168:6	20006 4:20	45:23 48:3 62:19
58:6,8 74:7 75:1,8	1400 7:4	2000s 40:20	68:20 69:12 71:15
79:8 80:22,23	15 57:3 69:13 70:6	2003 38:20	71:16 72:8,14,15
166:22	200:4	2005 38:20	72:19,22 73:1,2,3
10 1:12 47:23,23	1515 2:4	2007 38:18 41:5,24	73:6
74:4 128:20 150:4	15219 3:20 6:4	2008 41:24	2022 1:12 11:2
10,000 226:20	15th 6:9	2010 39:5,13 40:7	27:2 54:6 71:14
10.75 72:18	16 70:6 243:3	40:13 41:3,9,10	73:2,4,9 242:14
100 2:13 6:9 49:6	167 8:11	42:9 43:1	243:3
49:7,21 202:16	16th 242:14	2011 39:5 43:1	20th 184:16
204:20 223:10	17 53:23 56:4	2012 43:1 78:7,11	21 5:20
100,000 26:14	218:19	127:7,17 130:2,13	21024 67:17
1000 3:13	1700 4:20	130:24 131:21	21158 63:9,20
1001 5:14	17th 3:6	132:7,20,23 139:1	68:11
10013 2:18	18 174:15 176:10	139:13 149:18	212.355.9500 2:18
10019-6119 6:19	18th 167:24	150:21 165:5	212.415.9357 6:19
101 125:13,15	168:11 173:22	199:11,16 231:19	214.855.8221 4:12
126:19 188:20,23	19 235:25	234:11 239:23	215.979.1000 3:7
189:2,15	190 4:15	240:20	21617 68:23 72:6
103 2:8	19038 12:25	2018 76:7 78:7,11	72:11
10:07 74:4	1906 204:19	127:7,17 130:2,14	22 103:6 235:25
10:17 1:13 11:2	19102 2:4	130:25 131:21	2200 4:11
10th 11:2 47:3	19103 3:7	132:8,20,23 139:1	2220 6:24
11 5:8	1:12 112:9	139:13 149:18	227 5:4
1100 2:4	1:13 112:21	150:21 165:5	23 95:14,17,17,18
1154 242:16	1:45 112:19	167:24 168:6,11	96:13 97:1,16,18
11:29 57:13	1:53 112:25	171:1 173:22	98:20 99:1 101:25
		174:15 176:10	104:16

RESTRICTED CONFIDENTIAL

[230 - activities]

Page 2

230 6:24	80:23 81:19 88:8	60 72:25	9th 3:13
242 10:7	180:14	600 4:15 5:4	a
243 10:8	400 228:2	6001 2:13	a.m. 1:13
24th 68:20	412.263.4397 6:5	60601 4:5	able 71:21 73:17
25 49:2	412.560.3300 3:20	60606 6:24	87:9 210:12 238:4
250 2:17	42 152:1	609.924.0808 5:21	238:15
26 184:12	43 8:3	60s 187:10	abraham 5:18
267.435.1300 2:5	45 201:10,15,17	617.213.7045 6:15	abstracts 54:4
27th 6:14	45202-4029 7:4	63105 4:16	academic 17:20
28 177:12	46204 5:9	64 58:19	academy 15:25
28202 5:4	464 218:15	65 56:11	accept 163:7,9
2875 1:2	4:02 180:13	66 43:10,23 44:1	177:9
29 217:10	4:41 206:8	67 58:14,20,21	access 36:15,18,23
29th 69:12	4:52 206:11	675 49:15 60:11	accident 196:22
2:44 150:13	5	7	196:23 225:10,16
2:55 150:16	5 8:10 74:16,17	7 114:21 128:19	account 193:1,11
3	167:9 206:12	7-18-2018 168:15	202:25 203:11
3 8:6 53:15,15	235:14	7-24-2018 173:15	211:21,23
56:16,20 57:20	50 49:4 204:19	70 58:14,14	accounted 212:11
76:14 77:15,18,22	504.524.5777 2:25	701 2:24	accounting 49:12
80:23 104:25	505 3:13	70130 2:24	73:12
113:1 166:22	5064909 243:5	704.444.3475 5:5	accuracy 243:9
180:10	244:2 245:2	74 8:10	accurate 84:3
30 3:6 243:17	51 6:18	75 217:11,12	182:1
300 4:20	512.795.8686 2:14	750 60:20	achieve 154:4
3100 4:5	513.698.5000 7:5	75201-7932 4:11	acknowledge
312 7:4	52 8:4 52:22,23	757.1100 6:10	11:17,21
312.456.1065 4:6	236:1	77 4:5	acknowledgement
312.566.4803 6:25	52nd 6:18	775 60:20,22	245:3
314.480.1500 4:16	53 6:14	78746 2:13	acknowledging
317.236.1313 5:9	56 8:6	8	170:14
32nd 3:19	58 8:9 206:16	8 10:5 57:9	acknowledgment
36,000ish 218:17	5:37 235:13	8,000 228:6,8	243:12
3600 4:11	5:50 235:17	80 211:17	acquisition 61:10
38th 6:4	6	80,000 26:14	action 12:18 24:24
3:37 180:9	6 8:11 57:1 104:24	9	25:5,5,7 75:7
4	113:4 121:5	92 210:16	242:10
4 8:9 53:15 58:16	128:19 167:1,2,6	973 6:10	actions 1:5
58:22,23 59:3	235:18 241:10,14	973.228.9898 2:9	actively 72:3
76:14 77:15,18,23	241:16		activities 71:20

RESTRICTED CONFIDENTIAL

[activity - andrast]

Page 3

activity 71:3 actual 50:23,23 224:8 adam 2:7 adap 218:5 adaps 218:5 added 62:20 addition 14:11 43:7 71:18,19 72:22 83:22 113:13 115:8,9,25 190:12 191:23 additional 104:22 146:9 additions 245:6 address 12:23 administered 11:22 administration 22:5 48:22 89:10 96:16 97:14 98:3 98:16 110:16 113:22 115:13 116:3,20 118:10 118:17,20 121:7 123:6 185:7 239:25 240:14 241:3 administration's 98:6 114:8,18 121:21 122:3 130:15 145:20 admins 48:18 adulterated 76:7 78:15,23 79:11,14 81:8 103:8,11,15 103:16,25 104:3,4 104:13,18 105:3 111:12 114:24 115:17 118:14 122:12 124:9,19	130:14,18 131:7 131:15 132:2 133:4 138:9 139:8 152:3 165:6 170:1 171:20 172:10,13 173:19 179:23 182:15,16 183:4 183:19 184:14 185:16,18,20 186:2 187:1,16 189:22 194:14,23 197:12,13 199:8 199:21 200:13 202:13 231:17 234:8 235:1 adulteration 41:22 79:5,12 80:11,21 81:2,4,23 84:10 103:14,19,21,22 115:16 166:2 176:8 adulterations 201:2 advent 136:1,2 advised 165:11,18 216:25 aetna 222:21,21 223:2 affairs 218:9 affiliate 17:20 affirmatively 31:7 aforesaid 242:7 afraid 181:5 agencies 20:14 22:7 23:2 aggregate 215:6 ago 111:23 155:10 155:12 agree 34:2 46:23 98:18,19 119:1 132:6 137:2	140:14,20 141:2 149:16 150:19 151:10 158:18 159:5,19,22,23 160:15 161:6,20 163:6,20 177:14 190:16 agreed 204:6 agreement 8:3 43:13 44:6,7 49:14 agrees 204:24 205:2 ahead 32:15 131:3 131:25 152:14,14 159:13 160:12 aid 5:10 al 243:4 244:1 245:1 albertsons 4:21 5:5 alek 3:5 alfano 6:2 allotted 243:20 allow 33:19 101:5 120:11 125:8,25 186:5 202:18 214:22 215:15 216:3 allowance 81:24 allowed 88:23 110:8 113:14,19 113:23 115:21 116:17,23 119:7 120:16 126:10 146:7 148:2,7,9 149:6 156:21 161:14 182:17 197:15 204:22 allows 125:12 213:23	alluded 104:21,22 alternative 169:19 171:11 192:7 193:12 194:7 198:19 alternatives 194:3 amended 52:23 75:7 america 191:7 american 118:11 125:3 134:12 171:6 174:3 176:12 177:21 180:4 americans 137:10 162:25 amerisourceberg... 7:5 amount 35:25 226:24 227:23 amounts 72:25 209:7,8 211:16 212:9,13 224:12 analyses 64:10 analysis 46:17 50:8 61:11 63:14 63:25 64:4 65:4 123:14,20,21,22 139:6,19 146:14 164:6,8,12 165:8 192:25 193:10 194:8 196:12 198:15,23,25 199:19,20 204:7 205:15 212:12,15 212:16 225:8,18 239:15 240:4,18 analyzing 131:13 andras 4:3 andrast 4:3
---	---	---	--

RESTRICTED CONFIDENTIAL

[angiotensin - asked]

Page 4

angiotensin 8:12 167:7 announced 165:12 166:10 announcements 8:12 167:7 annual 26:10 annually 107:15 107:18 answer 9:3 13:11 13:11,17 30:17,23 31:9,22 32:1,17 33:15 34:18 45:6 45:10,14 54:16 55:1,25 56:5 64:21,21 80:14 81:6 86:18 92:5 92:15 99:18,25 101:14 106:15 109:8,14,24 112:3 125:21 127:22 128:7,22 132:5,21 142:9,18 143:4 147:13,14 150:25 155:1,17,24 156:10 157:8 158:4 159:9,14,16 160:11,13,14 161:19 162:1,9 163:19 164:18 166:7 174:25 176:4 179:6,10 180:22 181:4 186:11,17 187:20 188:14,25 196:16 196:20 201:5 209:21 215:11 219:20 228:20,21 228:22 239:1,20 240:11,24	answered 31:6 56:6 61:21,23 77:11 82:11,25 83:5 84:25 86:16 88:21 89:21 90:21 94:10,12 97:10,23 98:23 102:8,22 104:10 106:3 107:6,25 108:7,23 110:23 117:12 119:4 121:3 125:20 126:18 129:20 130:4 131:2,24 132:10 138:20 140:10,24 141:25 143:3 144:25 145:18 147:11,22 148:21 151:19 156:9 157:7 158:2,22 160:3 163:22,23 164:17 165:23 169:21 170:18 171:17 174:24 176:3,22 177:19 178:12,24 179:12 179:12,18 182:24 188:22 194:10 196:14,19 198:17 199:6 200:4 205:12 214:13 215:5,19 224:16 226:5 227:4 228:19 232:9,21 answering 100:19 126:13 answers 13:6 120:24 antitrust 17:15 18:4,8,10,25 19:15 19:20 24:18 31:24	anybody's 48:17 appear 50:14 appears 173:23 appended 245:7 appendices 50:25 apples 233:11 applicable 243:8 application 89:11 applied 96:21 97:20 212:14 apply 102:5 207:3 apportion 65:9 appreciate 188:11 appropriate 55:2 109:9 128:10 212:17,19 approval 157:16 approve 119:21 approved 124:14 approves 118:17 118:21 approximately 26:14 69:13 70:6 72:25 210:16 211:17 arb 8:13 192:13,13 198:12 area 40:15 206:2 arising 197:23 arrangement 12:1 238:14 arrangements 236:5,14 237:3,18 238:4 239:5 arrive 182:19 arrived 34:12 183:1 article 40:14,14 articles 23:13 39:25 54:3	aside 45:20 84:19 132:6 207:20 208:12 asked 13:16 27:22 32:4 47:11 51:22 57:3 61:20 70:15 70:16 76:3 77:10 78:14,20,22,25 79:5,10 81:3,11,16 82:10,24 83:4 84:24 88:20 89:20 90:20 94:9 96:4 96:12,19,25 97:6,9 97:11,22 98:4,13 98:22 100:20 101:21 102:7,10 102:16,18,21 103:14,21 104:2,9 104:17 106:2 107:5,24 108:6,22 109:19 110:22 117:11 119:3 121:2 125:19 126:17 127:23 128:18 129:19 130:3,12 131:1,23 132:1,9 133:3 138:8,19 139:7 140:9,23 141:24 143:2,18 144:25 145:17 146:24 147:10,12,21 148:8,20 149:8 151:18 156:8 157:7 158:2,21 160:2,4 161:3 163:21 164:16 165:3,22 169:13 169:20,24 170:17 171:16 174:23 176:3,21 177:19
--	---	---	---

RESTRICTED CONFIDENTIAL

[asked - back]

Page 5

178:11,23 179:11 179:17 182:14,23 183:3 188:21 194:9,21 196:13 196:18 197:6,9,11 198:16 199:5 200:4 203:25 206:19 214:12 215:3,5,18 224:15 226:4 227:3 228:18 231:7,12 231:16 232:8,20 235:2 asking 12:19 19:11,12 32:8 42:6 54:19,20 87:17,18 99:8 116:11 127:9,12 128:21 129:14 132:12 143:11 161:18 166:16 187:18 189:21 190:25 191:4 203:19 215:7 231:9 aslater 2:8 aspect 22:9 79:9 aspects 86:5 assert 13:10 assessed 91:13 assessing 133:6 210:7 assessment 89:2 169:17 198:6 231:24,25 assessments 156:14 assign 111:11 assigned 111:10 assigning 201:17 204:16	assignment 139:20 147:24 assistance 217:22 218:4,6 assists 50:5 associate 14:8 16:14 associated 145:21 145:22 147:25 149:10 192:6 194:22 204:1 208:18 associates 16:23 27:21 44:14 59:6 assume 13:17 76:3 78:15,22 79:5,11 80:24 81:3 96:4 96:12,19,25 97:6 97:11 98:4,13 101:21 102:10,16 102:18 103:14,21 104:2,17 130:12 131:14 132:2 133:4 138:8 139:7 148:8 149:8 161:3 165:3 169:24 177:8 178:18 182:14 183:3 197:11 231:16,25 235:2 assumed 80:12,19 assumes 231:24 assuming 62:13 63:8 64:5,20,24 assumption 79:1 80:20 81:12,16 177:9 235:4 assumptions 132:6 143:18 197:2 232:1 233:25	assurance 88:17 88:19 89:1,14,17 89:18 90:5,19 attached 94:8 243:11 attaches 180:21 attachment 83:13 83:15,16 84:16,23 85:8,10 91:11 92:20 attack 135:8,12,21 136:6 137:17 attacks 134:8,19 134:21 135:25 136:10 137:12 attempt 205:8 attest 88:25 106:17 107:11 110:13 115:23 attestation 89:4 107:15 108:16 116:6,12 117:1,10 117:14 118:3 attested 116:1 163:15 190:11 239:24 240:13 241:2,6 attesting 119:23 123:9 131:10 attorney 68:18 243:13 attorneys 11:16 27:23 44:8 46:5 46:11 70:14 attributable 136:6 audit 210:20 augusteijn 61:2 aurobindo 3:21 78:2 93:25 austin 2:13	authored 39:24 54:6,6 authority 125:15 availability 46:6 141:17 available 132:14 132:15,18 134:22 145:24 148:24 171:20 172:3 174:7 191:13 192:22 243:6 avenue 4:11 5:14 average 212:12 216:17 227:22 averaging 216:19 avoid 219:6 avoiding 137:2,17 awarded 41:5,5 aware 41:21 42:1 43:6,8 119:15 134:7 135:13 138:25 139:12 147:16,19 155:2 155:11,19 165:18 166:8 167:15 170:24 171:3 210:9 227:5 236:4 238:3,13,20 awesome 178:15 awsmolij 3:5 b b 3:6 5:3 6:22 8:1 83:13 84:23 85:10 91:11 92:20 217:23 218:1 back 23:4,6 24:3 35:7 51:6 52:7,9 57:17 59:24 64:25 66:16 73:13 74:4 74:10 77:3 88:7 92:2 95:1,12
---	---	--	---

RESTRICTED CONFIDENTIAL

[back - break]

Page 6

99:25 101:14 104:24 110:1 113:1 144:16 150:17 151:25 173:21 175:2 180:14 188:14 206:12 231:10 235:18 backdoor 31:10 33:17 background 14:4 147:2 backgrounds 50:1 backup 92:18,24 93:8 balmy 185:5 bargain 154:8 bargained 154:10 barnes 5:7 based 69:11 86:4 102:19 103:15 104:3 114:11 122:8 141:8 143:17 177:18 217:19 219:22 232:1 basing 186:14,14 basis 18:10 26:10 31:17 78:16,25 79:4,6,12 111:24 bazan 3:11 bear 223:10 beginning 35:7 50:13 66:15 74:20 74:23 130:6 152:17 206:18 begins 74:10 113:1 180:14 206:12 235:18 behalf 12:20 24:4 24:5 25:20 26:2	44:8,10 209:13 behavior 157:19 157:21 believe 57:24 59:22 97:20 109:16 128:18 223:9 believes 109:8 beneficiaries 226:2 234:5 236:22 237:15 beneficiary 230:9 benefit 67:23 138:1 143:10 146:2,12 149:18 151:8 153:2,2 154:8 159:6 160:6 160:22 164:14 170:16 171:15 208:17 224:19 227:19 228:3 229:14 232:3,15 232:24 234:5,7,25 236:15,16 239:8 benefits 147:18,25 149:10 150:20 151:11 156:3,7,14 158:18,25 159:20 159:25 160:16 183:17 220:25 221:21 222:10 223:4 229:1 238:22 benjamin 184:21 185:5 bennett 48:7,13 49:25 50:1,3,7,15 61:16,18 62:3,24 63:2,12,24 64:15 64:17,25 65:13,16	bennett's 48:14 64:9 berne 7:2 bernstein 2:16 best 145:3 163:24 215:6,11 better 15:2,17 17:1 202:22 204:18,19 210:10 beyond 104:16 107:6 108:7 110:23 111:1,3,18 111:21,25 121:3 139:3 141:16 143:3 144:24 145:18 146:23 147:22 151:19 156:9 157:7 158:22 160:3 161:10 169:21 170:18 171:17 172:20 174:24 176:2 190:21 192:8 203:3,15 big 48:4 biggest 237:8 bilely 11:6 bill 72:21 billed 62:6 68:23 69:3,6,9,12,18,21 70:7 72:14,15,18 billings 48:16,17 48:21 bills 73:21,22 bily 7:8 binder 43:14,22 43:24 58:1,6 67:10,17 91:14,17 92:7,7,10 93:6 166:19,20,21,22	biopharmaceutical 14:22 15:1 bipc.com 4:19 5:3 bit 14:3 20:18 40:3 49:20 57:10 60:21 75:11 90:11 162:22 184:23 228:2 230:20 blackwell 4:14 blocker 8:13 167:7 blood 134:8,18,23 135:4,5 154:4 174:7 175:4 191:1 191:8 192:1 193:24 200:7 blown 227:17 bockius 3:17 bodies 161:8,22 body 40:18 bold 2:13 book 190:6 bosick 6:2 boston 6:14 14:6 14:10 15:19 28:7 52:19 73:14 bottle 175:24 177:4,7,12 bottom 76:6 163:14 169:1,2 bought 108:12 197:1,21 198:12 200:11 brand 132:13 199:12 branded 22:18,19 27:11 132:13 198:21 break 13:20 50:16 57:15 74:1,8 112:10 150:15 180:8,12 206:6,10
--	---	--	--

RESTRICTED CONFIDENTIAL

[break - cgpm]

Page 7

235:16 bresnahan 5:12 brian 62:4,5 bring 67:24 broad 22:13,20 62:15 broken 50:12 btlaw.com 5:8 buchanan 4:18 5:2 buckets 237:21 bullet 169:2,5,7,8 bunch 94:12 bush 39:12 business 14:10,11 14:14 20:6 21:14 21:22 24:8 27:3,6 busy 71:1,6,11 butcher 78:1 buy 195:8 196:24 199:8 214:7 buying 122:21 198:10 bye's 184:21 185:5	202:24 203:9,9 calculation 44:22 45:2,12,18 46:12 46:14 138:15 194:12,19 195:11 199:15 204:14 217:12 219:7 220:2 224:11 225:4 228:17 calculations 50:13 50:16,22,24 51:1 75:3 85:6 111:7 207:7 217:3 218:24 call 28:14 68:19 74:3 100:25 called 14:10,13 118:9 calling 53:2 calls 45:4 68:18 200:18 201:4 203:2 219:18 238:25 camp 2:24 campbell 5:13 cancer 39:13 185:6 226:19 capacities 35:16 capacity 17:20 35:13,24 61:13 134:17 capture 211:15 captures 211:17 car 195:5,6,7,8,9 225:10,12,16 carcinogen 163:8 163:10 carcinogens 163:17 cardinal 5:15	cards 221:18 care 71:5,18 carlo 5:19 carolina 5:4 carondelet 4:15 case 12:21 15:20 18:6,8,24 23:22 27:15 29:8,23,24 30:3,4,6,15 31:5 32:6 33:22 34:1 34:10,16,23 35:8 43:13 44:6 48:11 59:17 64:10,14,19 70:17 72:3 87:6 87:12,19,22 88:1,3 89:19 96:21 109:12 110:21 131:10 139:20 147:9,24 153:13 153:18 162:20 164:22 213:22 214:2 223:8 226:11,22 227:10 229:7 234:11 cases 17:24 18:1,3 18:4,4,5,8 24:9 25:12,13,17 26:16 26:19 29:21 31:11 33:18 cash 214:11 217:17 catastrophic 227:12,18 228:4 categories 41:23 217:19 category 22:20 239:11 cause 39:15 202:18 caused 26:18 154:2 234:9	caution 30:7 cdehart 5:20 cell 154:17 center 6:9 central 184:13 centre 3:19 6:4 century 184:16 certain 38:2,2,4,5 51:23,25 53:13 81:3 217:3 224:6 226:9 certainly 137:13 191:9 234:6 certificate 10:7 211:14 certified 1:15,15 certify 242:5,9 cetera 38:6 108:13 223:3 cgannon 6:8 cgmp 21:12 63:13 63:25 64:3,9 82:5 82:16 84:8,9 85:24 90:24 91:2 93:10,18 105:11 105:14,19,22 106:4,11,17,25 107:12,22 108:4 108:17,20 110:9 110:15,19 111:14 113:13 114:16 115:8,24 116:19 117:18 118:2,14 119:12,17 120:18 120:21 121:9,24 123:10 189:9 190:4,11 204:22 241:5 cgmps 108:14 cgpm 111:17
c c 2:1,23 3:1 4:1 5:1 6:1 7:1 11:15 242:1,1 c.whiteley 2:21 cabraser 2:16 calculate 46:6 50:22 194:22 203:25 206:20 220:9 231:19 calculated 46:8,9 200:24 202:1 203:10 207:3 216:17 220:9 227:23 calculates 204:8 calculating 45:8 47:20 200:24			

[chain - competition]

Page 8

chain 106:20 107:10 108:11 115:22 132:20 182:17 201:22 235:22 236:17 chains 88:24 118:12 challenging 162:22 chance 67:7 change 66:7 244:4 244:7,10,13,16,19 changed 60:21 changes 243:10 245:6 changing 22:17 characterize 216:3 237:21 characterized 212:5 charging 34:25 35:1 charlotte 5:4 cheating 201:20 202:2,8,20 check 229:24 checked 73:23 181:6 checking 62:7 chemical 40:21 chemicals 39:14 39:19 42:2 43:7 chemistry 40:4 chicago 4:5 6:24 15:18 73:14 child 71:18 children's 217:21 chip 217:21 choose 192:17 christine 6:8	christopher 5:3 christopher.henry 5:3 chronic 81:24 82:2 82:21,23 83:2 chronological 59:23 cidra 41:25 42:16 42:22 cincinnati 7:4 circumspect 21:1 circumstances 224:7 citations 51:22,23 cite 124:17 126:8 212:5 cited 80:22 82:17 86:8 167:16,19 cities 71:17 citing 125:16 citizen 134:12 city 218:11,12 claim 25:9 claiming 25:10 claims 25:8 217:17 217:18 218:21 219:6 223:6 clarification 111:2 154:15 clarify 13:16 23:5 128:20 141:7 175:7 188:12 208:25 clarity 231:12 class 15:1,16 16:3 24:24 25:5,6 75:7 87:22 105:12 106:19 116:24 119:8,19,21 120:12,14 134:2,2 138:11 139:10	147:9,17 161:15 162:5 163:2 186:4 190:9 197:4,8,16 197:21 199:14 202:14 210:19 211:7,10,11,12 213:21 214:2,5,6 214:16,18 215:16 215:24 217:11,13 217:25 218:18 219:8 231:22 235:3 classes 75:4 111:8 cleaning 50:8 61:11 clear 100:8 110:11 187:11 209:20 clearly 100:5 150:4 153:23 clinical 133:7,11 133:14,15 146:18 148:12,14,18,25 185:20 234:9,11 close 49:7 closed 107:10 108:11 closely 48:7,9 50:10 coach 128:1 coan 6:13 code 65:22,24 66:8 codes 66:10 codified 121:6 cold 28:7 coleen 3:4 colleagues 51:7,10 collect 55:23 college 40:4 color 100:15 column 60:12	combination 216:10 combinations 218:16 come 23:4 27:19 42:8 58:11 74:4 135:25 204:22 comes 25:25 115:16 comfort 112:14 commencing 1:13 comment 51:8,11 51:19 comments 52:4 commercial 190:9 223:2,15,18 224:3 224:13 committee 16:2 29:8 30:14 44:13 commonly 65:24 communicating 176:11 communication 166:3 177:24 communications 165:25 166:14 171:4 172:4 174:3 177:21 companies 22:22 27:5,9,11,11,13 163:3 204:17 comparison 65:14 65:18 compensate 200:25 compensation 218:13 compensatory 200:16 competition 17:14 22:18,21,25 23:2
--	--	--	--

RESTRICTED CONFIDENTIAL

[competition - contaminated]

Page 9

38:23 39:2 competitor 210:8 complaint 75:7 79:7,13,15 80:22 80:25 81:17,20 82:15 83:7 89:23 90:22 91:12 92:17 92:19,19,23,24 93:4,4,8 94:7,8 97:24 103:23 111:14 complete 55:5 71:11 101:5,10,16 245:8 completed 243:17 completely 54:24 70:13 129:17 completion 38:17 compliance 106:17 compliant 108:17 116:19 152:2 201:18 241:5 complicated 116:21 complications 137:3 comply 70:17 compound 201:8 232:12 233:24 236:9 comprised 210:16 concept 189:5 concerned 71:13 concerns 173:6 conclude 81:7 99:22 100:24 concluded 241:15 conclusion 201:4 203:3 219:18 239:1	condition 106:21 174:13 175:15 conditional 107:13 107:14 conditions 22:24 23:18 137:12 191:9,10,13,25 193:25 conduct 121:12 conducted 133:11 133:14,16,18 confidential 1:8 31:1 confirm 205:7 confirming 124:1 conflicts 20:5 confused 63:16 120:22 confusing 87:1 conlee 2:21 28:13 59:13 connection 36:11 39:10 227:1 consent 11:25 consider 104:4 146:24 169:16 172:9 178:16,21 179:15 205:8 consideration 164:3,13 considered 104:14 104:18 105:6 117:17 146:3 170:10 190:5 205:14,19 226:24 considering 123:14,19 considers 103:24 consistent 143:20 158:15	construct 51:25 consultant 22:2 34:10 consulting 16:13 17:7 20:2 25:15 44:15 consume 162:2 consumed 108:12 consumer 24:24 25:5,6 39:20 114:3 119:9 124:22 137:19,25 141:4 146:20 150:22 151:13,13 151:17,17 152:4 152:10 157:4,17 157:21,23 158:20 158:20 159:25 160:1,18,18 164:13 190:1 193:1 198:11 199:1,4,8 205:8 209:25 210:17 211:19 212:6 214:10,23 215:25 221:16 225:2 229:20,22 230:2,7 consumers 24:15 25:9 75:4 105:24 106:7 111:9 124:10 125:3 127:9 128:25 131:5 132:25 133:1 136:6 140:8 140:15,22 141:10 141:15 145:13 149:17 150:20 151:11,15 152:11 153:7 156:4,6 157:2 158:19 159:20,23 160:16	160:21 163:6,8 164:3 166:14 170:16 171:9 172:24 174:4,9,15 176:12 177:22,24 178:3 179:2 180:4 184:14 191:7 192:20 193:19 194:13,25 195:1 195:18,21 196:8 196:23 198:21 200:25 202:17 204:6 205:15 208:16 209:8 212:10 214:15 216:15 222:14,22 222:24 223:16 224:17 225:7 227:24 230:13,17 231:3,15,20 234:4 234:7,25 consuming 233:6 233:6 234:5,7 consumption 185:20 contact 27:25 contacted 27:20 contain 176:8 212:6 contained 76:17 77:9 containing 173:16 175:5,7,18 contains 64:22 215:24 contaminants 154:9 240:1 contaminate 42:2 contaminated 42:13 153:25 154:6,11 169:25
---	---	--	--

RESTRICTED CONFIDENTIAL

[contaminated - court]

Page 10

171:19 172:8,9,12 173:19 179:23 187:16 194:14 197:20 199:13 200:12 202:13 contaminates 40:21 contamination 41:22 154:2 163:16 166:1 176:8 194:18 240:15 241:7 contents 10:1 context 124:15 151:8 152:7 157:19 233:17 contexts 16:10 84:6 212:3 conti 1:11 2:5 8:3 8:4,5,6,8,9,10,11 10:2 11:4 12:8,16 12:24 13:2 20:20 20:20 30:8 31:3 33:20,25 43:12,16 43:17 44:2 47:1 49:15 52:24,25 53:3,5,8,18 55:15 56:16,19,20,24 57:8,19,20 58:22 58:23 59:3 61:1 66:17 67:1,21 68:9,14,15,23 74:13,16,17 80:16 101:17 109:24 110:5 111:6,18 112:10 113:4 125:21 129:25,25 131:3 134:16 150:19 161:6 162:14 167:1,2,5,6 167:9,14 180:17	206:15 242:6 243:5 244:2,24 245:2,4,12 conti's 101:9 continue 55:15 100:7,23 162:21 169:9,18,18 172:25 174:17,21 175:12,25 177:15 178:4 179:3 continued 38:21 continuing 172:8 176:15 contract 236:20 237:12 238:22 239:7,13 contractual 236:5 236:14,19 237:3 237:10 238:3 control 141:9,15 143:10 174:13 237:3 controlled 141:2 controlling 141:22 142:25 193:24 converse 153:14 copies 63:8 243:14 copy 57:24 58:7 67:12 114:21 corporation 4:12 correct 16:17 25:17,21 38:12 47:13 59:25 60:7 61:17 66:22 67:1 67:21 68:9,10,16 68:17,24 69:4 72:15,16,16,19,20 73:7 75:8,15,16 77:19 78:12,23,24 81:2,15,17 82:19 84:2,23 87:19	90:12 92:9,11 93:5 103:2,8 114:15 116:13 122:10,18 130:2 142:17 147:9 164:4 168:24,24 205:24 207:25,25 209:3 213:8 222:4 222:15 242:7 245:8 corrected 184:2 corrections 245:6 correctly 169:12 169:15 201:23 cost 192:5 193:1,9 193:11 194:7 223:11 229:6,13 costco 66:2 costly 194:5 195:9 costs 136:11,18,24 148:1 149:10 156:14 158:25 183:18 194:17 221:17 council 39:13 counsel 2:5,10,14 2:19,25 3:8,14,21 4:6,12,17,21 5:5 5:10,15,22 6:5,11 6:15,20,25 7:5 11:10,25 12:12 13:9,9 28:2 29:3,7 30:24 33:13,25 34:16 35:9 44:6 52:4,16 53:20 54:1 59:16 64:13 64:18 67:23 73:18 76:3 79:22,22 80:3,10 90:6 92:11 94:16 100:1 100:3 111:3	127:13,20,21,25 128:1,5 155:4,12 155:22 180:18 181:2 197:3 206:19 219:3,23 220:6,8,14 232:2 242:10 243:14 count 204:19 counter 204:10 225:3 229:5,23 county 218:11,12 couple 13:25 19:21 coupon 221:17 course 15:5,6,14 16:9 70:20 157:12 164:19,22 courses 14:18,20 coursework 23:7 23:21 40:22 court 1:1,15 11:7 11:11,16 12:5,12 14:23 16:15 20:8 20:11 28:17,20 33:1,5 35:19 36:14 38:3 42:17 42:20 44:9 46:2 49:9 52:8 58:3 61:9 65:15 66:18 67:4 69:25 76:19 79:17,21 88:11 89:7 90:2,6,14 92:14 94:1 101:13 102:25 103:3 105:17 107:17,20 115:3,9 117:6 118:19 123:16 132:16 133:17 136:19,21,25 137:1 139:21 140:1,4 142:6,11
---	--	--	--

RESTRICTED CONFIDENTIAL

[court - deficiencies]

Page 11

146:21 150:3,9,11 151:14 152:12 153:22,24 154:14 154:22 166:23 170:3 171:23 184:22 191:18 192:3 195:1 204:6 204:24,25 205:2,4 205:21 207:14 208:2,10 209:14 211:11 212:8,16 212:18,20 219:1,9 225:20 228:7 230:21 235:6 courtesy 80:7 cover 226:2 230:24 coverage 17:14 224:9 228:5 239:8 covered 119:9 221:16 covering 238:23 covers 218:2 create 65:14,18 154:8,11 criminal 202:13 criteria 217:3,4 crowell 5:11 crowell.com 5:12 5:13 cs 243:15 culbertson 6:12 cull 46:11 cure 185:5 current 12:23 14:5 53:24 169:10 172:25 174:17 175:10,13,21,22 currently 14:17 29:15,20,22 30:1	curve 115:6 118:1 123:2,3,24,24 124:8,19 125:10 125:17 126:22,23 126:24 130:7,9,11 130:11,19 131:16 146:17 152:24,25 153:1 156:11,13 156:16,19 157:3 161:2,4 162:4 164:7,9,20,23,25 165:8 170:6,7 178:19 179:1,21 180:3,5 181:10,18 183:17 189:15 231:24 232:1 cut 55:6 132:17 cv 18:21,22 53:24 85:8,19 cvs 5:10 50:9 66:2 211:8 cwhill 3:4 d d 4:14,19 6:17 7:3 11:15 220:23 221:6,19,24 222:4 222:8,12,13 223:1 223:4,6,10,21 224:2,14,19 225:25 227:1,13 228:15 229:2 d'lesli 4:10 d.stanoch 2:22 dallas 4:11 damage 39:15 217:3 225:4 damages 44:23 45:2,8,12,18 46:6 46:9,9,12,15 47:20 50:13,16,20 75:4 75:17,19,22 111:8	194:11,22 197:24 199:15 200:16,16 200:23,24 202:1 202:24 203:10 204:1 206:20 207:2,4,19,21 208:22 209:2 213:22 217:11,13 220:1 231:20 dana 3:6 dangerous 154:9 184:18 dangerousness 154:2 daniel 5:13 data 46:1,6 47:20 50:8 51:1 54:7,9 61:8,10 62:7,9,12 62:13,16 63:6 65:9,23 207:13 209:2,7,10,13,22 210:2,12,13,15,24 212:1,2,4,25,25 213:1,6,9,20,23 214:2,3,9 215:3,6 215:15,20 216:2 217:1,14,20 datasets 217:17 date 20:24 34:11 53:24 64:8 69:6 244:24 245:12 david 2:22 59:13 davis 2:11,12 4:10 155:25 day 13:4,6 17:18 21:17,17 27:7 28:7 181:1 209:22 212:23 238:2 242:14 245:15 days 243:17	dc 3:13 4:20 5:14 dcampbell 5:13 dealing 71:16 dealt 141:18 death 135:24 deaths 135:24 decades 136:1 202:22 december 69:12 decided 192:16 declaration 8:10 46:25 47:6 48:24 50:12,14 74:14 77:7,7 declare 11:23 245:4 decreasing 22:18 deem 128:10 deemed 245:6 deems 95:25 99:2 103:7,11 defendant 3:21 4:6,17,21 5:5,15 6:11,15,20,25 7:5 24:7 81:24 87:25 88:3,16 90:19 91:1 206:23 defendant's 8:4 24:20,25 52:23 defendants 3:8,14 5:22 6:5 8:7 12:20 24:5 25:3 26:2 27:14 56:18 76:5 78:11 89:19,25 93:11,15,17 131:9 194:23 203:12 206:21 207:12 208:3,7,20 239:17 deficiencies 81:25 82:3,22 83:3 91:2 94:6
---	--	--	--

RESTRICTED CONFIDENTIAL

[deficiency - discussed]

Page 12

deficiency 90:23 define 36:7 77:23 217:11 232:24 defined 97:13 111:13 143:20 153:13,18 214:7 defines 122:8 223:15 definition 64:22 65:6 66:8 79:14 85:23 96:14,17 97:2,15 98:2,7,7 98:15,25 101:24 102:1,12,19 103:15,19 104:19 122:3,5,13 123:3,5 123:8,25 130:16 130:17 143:16 170:10 179:1 213:5 214:7 219:8 definitions 114:5 114:15,18 218:18 definitively 136:14 degree 115:16 216:4,6 dehart 5:19 delivery 188:18 demand 122:22 123:2,13,14,19,24 124:2,10 126:22 127:2 130:7,10,19 130:23 131:17 145:25 152:24,25 153:1 156:11,13 156:16 157:3,4,17 157:21 158:15,23 161:1,1 164:7,20 164:22 169:23 170:7 178:19 179:1,21 180:3,5	181:23 182:8,11 182:11,19 183:2 183:16 186:19 187:21 188:15 189:4,15 190:25 191:10 192:18 230:16 231:24 demonstrate 100:18 deny 176:20 department 14:9 218:8 depends 17:22 192:10 deponent 243:13 245:3 deposed 13:1 86:23 87:3,9 88:5 111:16 deposing 243:13 deposition 1:11 8:5,8 11:4,17,19 11:20 12:20 52:24 56:19 73:10 86:10 87:11,19,21,25 88:6 99:22 100:5 100:24 109:18 147:8 180:19 241:15 242:5 depositions 86:25 87:5,15 derives 81:23 describe 18:9 20:17 45:23 63:4 164:23 236:1 described 116:12 145:14 description 8:2 9:7 design 227:19	detail 20:18 56:25 detailed 79:13 80:21 89:22,23 90:18 detailing 89:25 details 21:6,10 30:12 50:25 90:23 91:1 deter 200:25 203:1 determinants 36:23 37:8,8 determination 81:1 determine 46:8 114:11 144:14 213:21 214:10 determines 37:24 determining 39:19 deterred 202:8 developed 15:19 16:2,9,9 23:21 developing 40:19 diet 198:4 differ 207:6 differed 160:18 difference 200:15 207:9 differences 236:23 different 19:13 24:8 60:13 64:23 65:7,10 69:19 74:25 86:5,6 91:2 104:3 117:24 128:21 135:6 150:22 157:24 158:9,20 159:25 160:24 161:7,18 161:20 169:11 173:2 174:19 175:16 192:12 193:2 196:9	198:12,12 199:1,3 205:9,10 206:20 206:22 207:4,9,17 208:1,5,9,13,19 212:3 235:22 236:5 239:4,16,16 differently 37:4 128:22 151:12,14 151:16 154:6 diovan 78:4 132:12 133:1 direct 184:11 226:16 227:7 228:19 directed 80:14 175:3 direction 52:2 83:17 directive 171:9 174:14 directly 226:12 237:14,25 239:6 director 14:12 disaggregate 213:24 disagree 33:21 59:8 disclose 20:25 30:20 disclosed 30:21 31:2 disclosing 31:10 disclosure 30:9 31:12 34:11 discontinue 165:19 166:9 171:10 172:17 discount 221:18 discuss 172:7 discussed 46:5 61:4 231:23
--	---	--	---

RESTRICTED CONFIDENTIAL

[discussing - drugs]

Page 13

discussing 27:22 33:12 47:19 152:8 discussion 50:21 76:25 91:24 94:19 discussions 53:20 60:2 disease 35:22 36:12 38:11,13 118:16 218:7 disincentivize 202:2 dispense 213:18 230:9 237:14 238:1 dispensed 118:11 213:4 224:23 239:6 240:23 dispenses 230:6 dispensing 38:1 dispute 131:21 138:17 156:5 disputes 20:6 21:22 24:8 27:4,6 disputing 156:15 dissertation 38:17 38:18,20 41:1,3,4 distinct 218:15 distinction 85:2,19 distinguish 85:13 distinguished 188:9 distracting 90:11 distributed 152:6 distributers 66:1 distribution 237:4 district 1:1,1 dlesli.davis 4:10 dna 39:15 doctor 46:3 54:10 54:10,18 65:15 132:17 133:8	143:24 149:24 154:14 157:13 165:20 169:10 171:11 172:8,19 173:1 174:10,18 174:22 175:14,15 176:1,14 177:16 178:6 184:22 191:19 207:15 document 1:4 53:7 53:10,12,13,17 56:10,13,17,24 57:19,23,23 58:5 58:14,14,21 59:2,3 59:7 63:8 66:17 67:12,24 83:18,25 85:18 90:17 167:6 167:13,15,16,24 170:20,22 172:23 173:25 documented 167:19 documenting 82:23 documents 9:6 46:13 50:6 55:24 56:7 64:16 69:17 82:15 84:18,21 86:7 89:24 90:25 91:4,7,14 92:18,20 93:18 94:5 167:18 167:20 180:25 doing 18:17 19:5,9 19:10,25 20:2 21:21 30:2 33:25 34:6 38:14 40:24 71:2 73:11,24 194:4 dollar 216:18 dollars 26:9	domain 24:11 donut 227:18 228:1 dorner 3:12 dorsey 6:17 dorsey.com 6:18 double 63:8 downright 185:11 downside 148:1 downstream 149:9 194:17 dozen 109:20 179:12 dr 8:5 12:16 13:2 20:20,20 30:8 31:3 33:20,25 43:12 47:1 52:24 53:8,18 55:15 56:24 57:8,19 61:1 66:17 67:1 67:21 68:9,14,15 68:23 74:13 80:16 101:9,17 109:24 110:5 111:6,18 112:10 113:4 125:21 129:25,25 131:3 134:16 150:19 161:6 162:14 167:5,14 180:17 206:15 draft 51:11 drafting 46:17 50:17 drafts 51:6 52:3 dramatically 135:25 182:12 drew 3:12 drill 111:17 214:22 215:16 drive 4:5 22:22	dropped 192:19 drug 16:1 22:5 81:8 89:10 95:25 96:16,20 97:14 98:3,6,16 99:3 103:7,11 104:4 110:16 113:22 114:8,18 115:13 116:3,20,22,23 117:17 118:10,17 118:20 119:7,16 119:21 121:7,21 122:3,20,20 123:5 123:6,8 124:6,6,25 125:17 126:3,16 127:10 130:15 133:12 134:2 145:20,21,22 149:19 151:6,8 157:5,23,24 177:15 184:7 185:7 189:10,22 190:8 195:17,20 196:2,9 198:3,12 199:1,3 200:1 205:10 220:25 221:20 222:9 223:4 224:19,23 226:3 229:1 230:16 232:6,18 233:4 239:25 240:13,14 241:3 drug's 116:1 drugs 5:22 22:3 35:21 37:6 38:12 41:12,17,24 65:7 66:10 79:10 103:15 104:2 105:2 111:11 113:11 114:23 115:17,22 118:8,8
--	--	---	--

RESTRICTED CONFIDENTIAL

[drugs - enumerating]

Page 14

118:9,25 119:1,18 120:12 121:8,9 123:4,25 125:11 126:1 131:20 132:14 133:3,7,12 133:13,19 134:2 136:2 152:3 153:25 154:6,11 156:15 158:16,24 163:2 178:20 184:15,18 190:5 197:7 201:1 202:14 203:13 209:25 210:25 211:4,4 218:2 226:9,18 227:16 231:18 233:7 235:1 236:17 237:15,22 238:2 239:7,9 dtdorner 3:12 duane 3:2,10 12:17 duanemorris.com 3:3,4,5,11,12 due 26:24 141:3 duly 12:9	87:16 111:11 114:24 115:5 124:7,17 125:7 126:14,23,25 127:1,5,6,15,16 130:1,10,21,24 131:18 137:22 140:8,15,21 141:3 141:23 142:2 143:1,6,11,12,16 143:19,20 144:4,9 144:23 145:7,7,9 145:13,23 146:15 146:19,23 149:3 151:23,23 152:8 152:16,18 153:6 153:11,14,14,18 156:12 182:7,25 183:12,13,24 184:1,3,7 185:10 185:17,25 186:1 186:10,12,15,19 187:21 188:15,16 189:8,11,18,21,23 194:17,19 195:12 195:15 197:1,23 198:6,22,25 199:4 199:19,20 203:25 204:5,7,8,14,23 208:7,18,18,22 225:8,14 233:19 economically 153:25 economics 39:22 125:13,15 126:19 188:20,23 189:2,6 189:15,19 economist 15:24 37:4 40:6 111:19 133:8 138:23	edits 51:19 effective 114:12 139:2,14 effectively 30:18 31:15 233:3,19 effects 154:10 efficacious 113:18 114:7 115:12 116:1,19 117:19 118:3,15 123:11 125:6 154:7 efficacy 36:21,22 37:2,7,13 113:13 113:25 114:5,10 114:16 190:13 eisenhower 2:8 either 20:6 21:22 50:9,15 60:20 88:12 149:5 152:21 191:25 195:24 226:12 227:13 elementary 189:6 189:19 eligible 222:25 223:17 ellie 4:9 ellie.norris 4:9 email 181:1,6 emphasis 120:7 emphasize 185:14 emphasizing 120:6 empirical 118:4 employed 222:23 employee 218:10 221:1,21 employees 48:8 87:25 encapsulated 183:16	ended 238:21 ends 74:7 112:22 180:10 235:14 english 28:22 enrichment 206:23 207:2,21 208:12 enrollees 223:11 ensure 110:13 120:2 121:9 entail 136:11 enter 22:23,25 39:1 106:18 107:12 108:10,15 119:8,18,21 120:6 120:12,14 161:14 162:5 190:9 197:15 entered 40:4 105:11 116:24 138:11 139:9 186:3 197:4,8,20 235:3 entering 188:6 entities 32:23 217:19 218:22 220:24 221:20 222:9,13 224:3 entitled 31:3 33:24 56:17 167:6 entries 59:20 60:25 entry 23:2 36:1,3 38:24 61:6 63:12 66:25 67:20 68:8 enumerated 101:24 102:4 enumerates 99:4 enumerating 85:11
e	e 2:1,1 3:1,1,11 4:1 4:1,4 5:1,1,17 6:1 6:1 7:1,1 8:1 11:15,15 140:2 242:1,1 244:3,3,3 eabraham 5:19 earlier 60:4 62:22 171:3 early 40:20 easier 153:19 eastern 1:13 economic 25:9 44:15 75:7,15,22		

RESTRICTED CONFIDENTIAL

[equals - fails]

Page 15

equals 189:22 equivalent 78:4,6 equivalents 133:2 eric 5:18 erickson 48:7 61:16,18 62:24 errata 243:11,13 243:17 especially 26:25 40:25 esq 243:1 esquire 2:3,7,12 2:16,21,22,23 3:3 3:4,5,6,11,12,17 3:18 4:3,4,9,10,14 4:19 5:3,7,12,13 5:17,18,19 6:3,8 6:13,17,22,23 7:3 essential 33:17 established 111:6 111:23 establishes 152:1 estimate 50:20 et 38:6 108:13 223:3 243:4 244:1 245:1 evaluated 148:16 everybody 74:2 evidence 149:5 177:19 196:15 226:10 227:6 229:13 234:10 239:19 240:10 evidentiary 113:12 118:13 119:10,19,22 120:13,17,19,20 120:23,25 121:13 122:24 123:9 124:13 125:4 126:2,7 131:11	146:4,6,13 148:11 149:5 152:22 156:20 159:3 161:14 163:5 164:10 165:1,6 187:12 188:8 190:4,13 evolve 23:1 evolving 202:11 exact 49:11 128:19 exactly 28:25 43:2 49:21 122:11 160:6,22 223:25 230:4,10 examination 10:3 12:15 examined 12:9 example 172:22 222:21 225:12 227:12 exclude 216:18 217:17 218:12,23 220:16,16,23 221:1,18,21 222:7 excluded 219:7 221:15 excluding 153:6 218:21 219:6 exclusion 219:22 exclusions 218:19 excuse 30:19 32:14 54:23,23 73:9 80:2,2 90:6 149:11 152:12 154:24 155:15 206:4 214:5 executive 29:8 44:13 exercise 198:4 exforge 78:5 132:12 133:2	exhibit 8:2 43:17 52:25 53:14 56:20 58:16,22,23 74:17 166:24 167:2,5 exhibits 10:5 51:25 93:4 94:7 exist 130:8 156:12 225:17 existence 230:7 exists 124:23 expect 49:1 61:12 72:21 expected 38:24 expects 230:2,3 expenses 136:5 144:7,21 expensive 226:18 227:17 experience 25:16 26:24 38:24 83:23 83:23 84:15,20 85:4,14,22 86:5 133:6 151:11 153:1 experienced 156:5 156:7 experiences 160:24 expert 16:13 17:5 18:1,17 19:5,14,24 20:1,14 21:4,5,15 24:3,4 25:4,15 26:6,10 27:4 29:21 30:2 31:11 32:21 34:10 39:21 42:10 44:21 45:4 46:25 47:5 50:11 61:8 84:4 111:15 111:15 134:17 167:10 200:18	expertise 22:14,21 83:22 85:3 111:22 219:19 experts 23:17 34:11 87:16,18 88:3 191:12 expiration 38:25 explain 14:5 19:24 37:16 80:18 113:25 127:1 131:3 164:24 211:24,25 explained 230:14 explains 184:13 exposed 39:16 express 4:17 extensive 85:9 extent 23:1 30:8 39:2 45:4 201:4 219:18 238:25 external 237:12 f f 242:1 face 225:7 fact 102:17 105:21 105:23 170:6 176:9 212:6 241:6 factor 135:5 224:11 225:24 228:13,16 factors 22:16,22 102:4,14 103:12 103:23,24 104:4 104:12,14,20 facts 46:14 50:6 51:24 80:25 81:4 135:13 177:18 196:14 239:18 240:9 fails 243:19
--	--	---	---

RESTRICTED CONFIDENTIAL

[failure - form]

Page 16

failure 88:15 89:17 90:18 92:22 134:5 175:5 failures 82:5,8 93:10 fair 35:25 69:14 70:5 80:24 83:19 fairly 21:20 falanga 6:7 falkenberg 6:21 falkenbergives.c... 6:22,23 falls 182:11 familiar 37:1 39:7 40:5 165:10 167:13 189:5 223:5 236:4,13 far 109:19 fda 8:11 65:14,18 65:21 66:4 82:15 89:24 90:24 91:4 91:7,14 92:22 93:23 95:25 97:2 98:24 99:2 103:7 103:11,18,24 104:4,13 114:4,11 118:6,24 119:20 120:10 122:8 139:13 157:15 165:10,18,25 166:8,10,13 167:6 167:18 169:8 170:6,14 171:4,8 171:14 172:4,6,16 172:24,24 173:5 173:10,15 174:3,9 174:15,16,19 175:3,25 176:9,20 177:14,21,24 178:16 179:16 180:3 183:11,23	184:6,12 186:10 186:15,22 188:1 190:7 fda's 101:23 104:19 122:4 169:17 185:15 186:9 187:24 february 1:12 11:2 28:5,6 35:9 35:14 39:9 40:14 41:10 42:7 60:5 242:14 243:3 federal 121:5 152:1 184:17 217:18,22 218:22 221:1,21 224:4,12 226:1,13,25 227:7 228:14 229:10,11 fee 35:1,1 feel 26:22 73:23 101:11 fewer 26:19 fhs 6:3 field 23:17 figure 181:18,22 181:24 filibustering 100:6 100:9,19 fill 51:22,24 229:22 filled 184:19,24 185:3 final 46:18 finally 46:18 financing 15:8 21:18,23,25 32:10 32:23 finds 153:24 fine 20:22 55:8,10 55:20 95:6 109:16 206:7	finish 54:14 56:3 73:21 86:2 148:6 159:13 187:7 234:23 finished 26:4 38:18,20 41:3,4 86:19 159:8 187:17 finishing 40:23 firm 11:6,8 12:17 20:2 firms 15:10 20:7 20:10 24:9 39:1 89:5 first 12:8 18:23 22:14 24:21 27:25 28:1,9,10,13 29:4 35:16 44:12 56:23 58:5 59:12,22,23 60:2 63:12 66:16 69:23 79:8 81:22 107:12 146:16 166:6 169:5,7,7 185:17 187:5,19 217:14 221:5,13 fit 128:14 five 74:1 100:17 100:22 101:1 155:10,12 235:7 235:11 floor 3:19 6:4,9,14 focus 22:10,12 41:15 184:13 202:16 221:24 focused 41:10,14 194:12 199:20 200:11 231:11 focuses 14:15 focusing 123:14 123:20 221:5	folks 51:21 follow 67:13,14 201:7 221:11 232:11 233:9 238:18 followed 31:14 following 72:10 217:18 follows 12:10 184:15 218:15 food 22:5 89:10 96:16 97:14 98:3 98:6,16 110:16 113:22 114:8,18 115:13 116:3,20 118:10,17,20 121:7,21 122:3 123:6 130:15 145:20 185:7 239:25 240:14 241:3 footnote 75:8 76:14,14 77:14,14 77:15,15,18,18,22 77:23 79:8 218:19 footnotes 80:23 81:18 forced 198:22 foregoing 242:5 245:5 form 32:7 45:3 69:15 70:19 75:20 77:10,20 81:9,13 83:4 84:24 89:20 90:20 92:12 94:9 96:5,22 97:9,22 98:22 102:21 103:17 104:5,9 106:2,13 107:2,5 107:24 108:6,22 110:22 114:13
---	--	--	--

RESTRICTED CONFIDENTIAL

[form - going]

Page 17

115:19 116:7,14 117:11 119:3 121:2 122:25 125:19 126:17 127:8 128:12 130:3 131:1,23 132:9 137:20 138:3,19 139:3,16 140:9 141:24 143:2,14 144:24 145:17 147:21 148:20 149:20,23 150:23 151:18 153:9 156:8 157:7 158:1,21 163:11 163:21 164:5,16 165:13,22 169:20 170:17 171:12,16 172:20 173:13 174:23 176:2,21 177:17 178:11 181:13 182:23 184:8 186:16 192:8,14 193:3,13 193:21 194:9 195:22 196:4,13 200:3,17 202:4 203:2 205:11 207:24 215:18 216:20 219:17 220:10,17 222:17 223:13 224:5,15 226:4 227:3 228:18 230:19 231:5 232:8,20 233:5,21 234:13 237:6 238:7 239:18 240:8,21 formally 31:10 forming 178:17,22 179:16	forms 17:24 240:13 forth 51:6 73:13 84:22 fortunate 135:20 174:9 found 50:20 169:19 four 60:17,25 120:24,24 160:4 168:10 196:18 206:20 fourth 65:12 frame 55:2 frank 6:3 frankly 48:25 71:1 72:4 162:22 186:23 202:21 fraud 21:13 free 101:11 freeman 2:7 front 44:2 50:21 58:8 67:11 74:14 92:8 114:22 153:20 fulbright 4:8 full 51:23 101:3 163:5 204:8 207:22 function 189:4 fund 236:21 funding 224:4 further 11:21 65:12 154:11 242:9 future 200:21	gateway 6:9 gather 52:20 gathered 56:7 gcoan 6:13 geman 2:16 general 19:15 27:23 37:25 84:20 135:3 136:10 137:7 145:5 237:21 generally 18:9,12 19:22 36:24 37:1 38:10,11 39:18 45:23 48:9 61:19 62:5 63:1,5 84:11 85:14 135:13 158:24 173:5 207:11 generate 15:12 46:21 47:12 generated 26:5 35:4 45:22 generic 22:3,19,24 27:10 36:1 38:24 78:4,6 132:13 133:2 227:21 229:6 generics 229:13 geoffrey 6:13 geoppinger 7:3 germane 84:14,16 getting 216:13 gisleson 3:17 give 15:5,6 20:18 44:3 55:8 57:10 74:2,22 91:19 95:19,22,22 175:15 217:7 given 17:18,19 146:12 197:3 218:3 232:2 245:9	gives 173:1 174:18 giving 67:7,12 glaxo 42:18 glaxosmithkline 42:19,23 glenside 1:12 12:25 gma 62:25 69:20 gma's 44:7 go 32:15 39:3 43:14,22 48:18 57:5,11 60:12,17 60:23,24 62:19 65:12 66:3,16,24 68:5 73:25 76:5 76:21 81:19 88:7 91:20 95:1 99:5 114:20 126:20 131:3,25 141:16 150:11 151:25 152:14,14 154:5 159:13 160:12 173:21 175:12,17 176:14 178:5 195:6,9 198:22 208:14 231:10 237:14 241:11 goes 44:20 146:22 175:9 180:3 202:20 204:15,15 204:16 229:22 235:25 going 11:1 12:19 13:5,5 14:1 23:6 35:7 43:22,23 44:20 53:4 55:3 57:4,14 60:10 61:15 73:13 74:15 74:24 75:10 76:2 76:24 77:25,25 80:5 91:23 92:5,6
--	---	--	---

RESTRICTED CONFIDENTIAL

[going - guidance]

Page 18

94:14,15,16,18 95:5 112:22 117:16 129:7,10 129:11,13 144:2 144:17,18 150:14 161:25 162:11,12 175:2 180:10 188:14 201:11 206:9 208:21,23 215:10 220:22 235:14,24 241:14 gold 110:14 124:24 209:23 210:5 goldberg 3:3 10:4 12:14,15,17 15:4 16:16,20 20:16 21:7 29:1 30:13 30:24 31:18,23 32:3,11 33:7,21 34:14,21 36:5,17 38:7 43:10,11,19 44:11 45:9,19,21 46:19 47:2,5,14 49:13 52:14,22 53:4,6 54:13,15 55:10,17,22 56:10 56:12,16,22 57:11 57:18,22 58:11,17 58:21 59:1 61:14 61:24 62:1 66:14 66:20 67:9,15,25 68:2,4 70:8,21 71:12 73:25 74:5 74:12,19 75:23 76:21 77:4,17 78:8 79:22 80:1,3 80:10,15,17 81:10 81:14 82:18 83:1 83:9 85:16 87:4 88:13,14 89:15	90:9,16 91:3,20 92:3 93:1 94:4,14 95:4,8,13 96:18 97:4,17 98:9 99:7 99:11,13,17 100:1 100:3,23 102:2,15 102:23 103:4 104:1,6,23 105:20 106:10,23 107:3 107:21 108:3,18 109:1,5,10 110:17 111:1 112:1,5,11 113:3 114:19 115:14 116:4,10 117:8 118:5,23 119:14 120:4 121:16 123:12,18 126:12 127:4,13 127:14,20,25 128:5,11,15 129:2 129:5,9,12,19,24 130:22 131:19 132:4,22 133:20 134:14 135:7,14 136:4,12 137:8,24 138:16,24 139:11 140:6,13,19 141:1 141:11 142:22 143:6,8,23 144:5 144:11,17,19 145:11 147:5,15 148:4 149:13,21 150:7,18 151:4,16 153:4,16 154:18 155:5,21 156:1 157:1,10 158:7,17 159:4,12 160:7 161:5,17 162:8,20 163:18 164:1,11 165:9,17 166:5,17 166:25 167:4,10	167:12 168:2,7 170:13,21,23 171:13 172:14 173:9,20 175:20 176:17 177:1 178:7,14 179:5,9 179:14 180:7,16 180:24 181:8,16 183:8,22 186:7 187:4 189:7,20 191:5 192:4,11,24 193:7,16 194:6 195:13 196:1,7 197:5 198:7,24 199:24 200:14,22 201:9 202:5,23 203:8,20 204:2 205:6,17,23 206:1 206:7,14 207:18 208:11 209:16 210:4 211:22 212:24 213:17,19 214:20 215:2,8,14 216:5,22 219:4,15 219:24 220:7,13 220:21 222:18 224:1,10 225:23 226:23 228:9 229:17 231:1,8 232:14 233:1,14 234:1,18,20 235:9 235:20,23 237:16 238:12,19 239:14 240:3,16 241:9 goldberg's 20:21 gonna 52:23 76:5 93:12 141:6,7 good 12:16 55:20 63:23 74:5 112:10 113:16,17 138:6 210:25 235:7,9	goodness 210:4 gordon 6:2 gotten 150:20 government 20:13 20:14 21:3,9,15,24 22:7 24:13,14,16 26:3 32:22 71:3 105:4 162:7 165:2 186:5 190:15 217:19 218:22 219:15 220:1 224:4,12 226:2,13 226:14,25 227:8 228:14 229:10,11 government's 122:13 202:10 gpp 219:8 grateful 48:19 gray 28:7 great 43:25 95:19 112:12 142:12 217:10 greenberg 4:2 greg 4:4 greylock 8:9 16:14 16:16,23 17:4,8,11 17:21 18:14,18,24 19:18,25 20:5 27:21 28:1 29:11 34:23 44:14 48:8 48:18,20 49:23 51:8,11,18,21,21 52:16 59:6 64:17 70:9,14,16 gtlaw.com 4:3,4 guess 16:25 18:20 36:23 166:22 guidance 187:11
---	--	---	--

RESTRICTED CONFIDENTIAL

[h - honik]

Page 19

h	90:13 103:1 219:10 230:22	hilton 2:23 28:13	97:9,22 98:22
h 6:3 8:1 244:3	heard 79:25 80:7	hinshaw 6:12	99:9,15,20 100:2
half 19:19,19	128:4 150:3	hinshawlaw.com	100:21 101:1,16
69:24 70:2 109:20	213:12	6:13	102:7,21 103:17
112:16 221:14	hearing 12:5	historian 185:6	104:5,9 106:2,13
hand 242:14	147:1,2	hit 195:5,6,7,8	107:2,5,24 108:6
handful 63:1	heart 35:22 36:11	hiv 218:6	108:22 109:3,7,15
73:11	38:11,13 134:5,8	hold 46:16 49:17	110:3,22 111:5
handling 17:19	134:19,21 135:8	54:11 56:3 86:2	112:9,14,18
handy 57:25 58:7	135:12,21,25	86:14 91:5,9	114:13 115:19
hang 15:23 54:12	136:6,10 137:12	95:16,16 96:8	116:7,14 117:11
54:12,12,15,18	137:17 175:5	120:1 143:25	119:3 121:2
happened 173:8	hebert 62:4	148:6,15,15	122:25 125:19
happens 109:11	held 76:25 91:24	162:10,10 181:19	126:17 127:8,18
162:15	94:19	187:7 195:15	127:23 128:3,9,13
happily 111:5	help 52:19	219:10	128:17 129:4,7,10
happy 56:5 69:21	helped 51:22,24	hole 227:18 228:1	129:14,22 130:3
69:22 91:18 99:5	51:25	holes 210:19,21	131:1,23 132:9
126:20 196:20	helpful 13:8 46:12	home 177:7	134:9,25 135:10
hard 67:12 90:12	50:7	honan 62:20,21	135:17 136:8
114:21	henry 5:3	63:3	137:5,20 138:3,19
harm 185:20	heparin 42:14	honest 182:6	139:3,16,24 140:9
202:18 204:7,8	hereto 245:7	honik 2:2,3 20:20	140:16,23 141:24
234:9,11	hereunto 242:13	28:12,23 30:7,16	142:8,12,15,19
harmful 40:22	hetero 5:22,22	31:6,21,25 32:7,14	143:2,14 144:1,10
42:3 43:7 185:12	78:2 93:25	32:16 33:14 34:2	144:13,24 145:3
185:13	high 22:17 134:8	34:17 45:3,13	145:17 147:2,10
harms 39:16 43:4	134:18,23 135:4,5	46:23 47:3,7,10	147:21 148:20
185:16	174:7 175:4 189:3	52:6,11 53:2,18	149:20,23 150:1,5
harvard 15:18	191:1,8 192:1	54:13,23 55:11,20	150:10,23 151:18
23:24 40:23	193:24 200:7	57:7 58:20 61:20	152:14 153:9
health 5:15 16:23	highlighted	67:22 68:1,3	154:24 155:15,23
39:15,20 40:22	175:18	69:15 70:19 71:8	156:8 157:6 158:1
41:19 42:3 43:5,8	highly 30:25 50:4	74:3 75:20 77:10	158:12,21 159:10
111:18 125:13,15	55:13 114:3	77:20 79:19,24	160:2,19 161:9,23
140:8,14,21 144:7	124:22 189:25	80:2,5,13 81:9,13	163:11,21 164:5
144:21 217:21	190:1	82:10,24 83:4	164:16 165:13,22
218:10	hill 3:4 5:17	84:24 86:19 88:20	166:11 167:9,11
healthcare 3:9,15	hillwallack.com	89:20 90:20 92:12	169:20 170:17
hear 24:21 52:6	5:18,19,20	93:21 94:9,21	171:12,16 172:20
58:2,3 88:9,10,12		95:1,6,9 96:5,9,22	173:13 174:23

RESTRICTED CONFIDENTIAL

[honik - incurred]

Page 20

176:2,21 177:17 178:11,23 179:7 179:11,17 180:20 181:3,13 182:23 184:8 186:16 188:21,24 189:12 190:21 192:8,14 193:3,13,21 194:9 195:22 196:4,13 198:16 199:5 200:3,17 201:3 202:4 203:2,14,22 205:11 207:24 208:4 213:15 214:12,24 215:4,9 215:18 216:20 219:12,17 220:3 220:10,17 222:17 223:13 224:5,15 226:4 227:3 228:18 230:19,23 231:5 232:8,20 233:5,10,21 234:13 235:11 237:6 238:7,16,24 239:18 240:8,21 241:11 243:1 honiklaw.com 2:3 243:2 hopefully 14:2 hoping 27:1 hospital 217:23 hospitalization 135:9,16,23 hospitalized 135:12 hospitals 211:1 hour 60:11 72:14 72:15 112:17 182:10	hourly 35:1 49:15 49:19 60:11,12,16 60:19 hours 48:23 49:2,4 49:6,7 66:21,22 68:24 69:13,24 70:3,5,6 72:18,23 72:25 73:12 111:23 house 26:21 175:24 huahai 3:8,9,15,15 78:1 93:13 168:22 hudson 2:17 huh 20:11 41:8 201:16 217:9 human 39:15 40:22 41:19 42:3 43:4,8 148:23 149:14,15,16,22 163:8,10,17 humana 6:25 hunchuck 3:18 husch 4:14 huschblackwell.... 4:15 hyman 2:16 hyper 192:1 hypertension 38:10 133:24 134:3 137:3,16 139:2,15 141:3,9 141:16,22 142:25 170:9 172:3 174:8 190:20 191:1,8 192:1 193:20 198:3 199:18 200:7 hypothetical 158:3 177:9,18 196:14 198:17	199:6 235:5 240:9 240:22 i icu 211:6 idea 234:24 identification 31:15 43:18 53:1 56:21 58:24 74:18 167:3 identifies 65:22 identify 31:14 51:23 65:8,23 213:1,6,10 216:3 identifying 50:6 55:4 identity 121:11 122:4 ignorance 101:3 ii 8:12 167:7 illegal 124:11 illegitimate 124:11 162:3 183:19 196:3 199:9 202:12 204:18,21 230:14 231:3,14 illinois 4:5 6:24 ilyse 242:17 immaterial 200:10 immediately 103:6 immunology 226:19 impact 39:19 impair 13:24 implement 88:16 89:18 90:18 import 62:7 importance 126:7 important 19:8 importantly 111:21	imported 63:6 impossible 160:10 improper 129:6 158:2 196:14 198:17 199:6 240:22 impurity 203:13 inappropriate 240:9 incentivize 201:20 204:13 include 35:21 77:24 89:1 99:3 103:11 218:5,11 220:14 240:6 included 37:19 53:24 172:11,15 179:22 207:6 220:1,15 231:21 240:19 includes 42:13,14 78:3 178:8 179:1 217:13 218:18 222:21 including 15:20 77:8 78:9 85:5 178:20 191:14 194:4 219:6 221:17 inclusive 96:17 98:8,17 102:1,13 103:20,23 104:20 122:14 213:3,8 214:14,16,17 income 26:5,6 incorrect 213:11 incorrectly 93:12 increasing 22:17 increasingly 19:20 incurred 75:4 111:8
---	--	---	---

RESTRICTED CONFIDENTIAL

[independent - issue]

Page 21

independent 20:1 81:1 114:9 independently 20:3 81:7 index 10:5 indian 218:10 indiana 5:9 indianapolis 5:9 indicated 123:11 indication 118:16 indicative 37:13 individual 134:17 149:1 152:10,23 152:25 156:14 157:4,22 216:9 222:23 individualized 158:11 indulge 151:24 industries 4:7 industry 14:22 15:1,9,10,21 16:4 16:5,7,11,12,25 17:1,13 19:8 21:20,22 22:16 23:9,10,11,17,19 27:8 32:9,25 33:4 33:10 34:7 41:20 42:11 83:24 84:5 84:12 85:4,10,14 98:1 105:7 186:24 187:9 210:6 industry's 188:5 202:21 infectious 218:7 information 34:12 52:20 56:7 informed 134:13 informs 85:5,22 86:7	infused 218:2 ingersoll 4:18 5:2 initial 89:11 injected 218:2 injured 199:10 225:10,15 injury 75:4,13,14 75:15,22 111:8 154:12 194:12,22 195:4,5,16 196:21 196:24 197:19 198:2,8,10 199:4 224:25 225:18,21 227:14 innovate 15:11 innovation 14:16 inpatient 211:5 input 52:17 inspection 92:21 instance 119:15 instances 89:16 institute 14:12,12 14:13,14 instruct 13:11 20:21 30:16 31:21 31:25 33:14 instructed 31:9,13 209:12 instructing 169:8 169:17 177:14 instruction 55:8 209:17 219:3,23 220:5 instructions 9:3 insurance 209:8 211:16 212:7,8,13 217:15,21 218:1,4 218:8,9 221:16 222:24 223:15,16 224:9,21 225:1 227:22 229:24	230:7,8 237:4 insure 157:14 insured 24:15 108:12 200:12 223:19,22,24 insured's 232:5,17 insureds 233:3,19 insurer 119:10 157:14 223:18,20 230:3 insurers 106:8 195:3 197:22,22 221:2,23 222:3 223:2 239:6 intellectual 19:4,6 intended 133:24 134:3,4 202:1 intense 71:19 intensely 71:2 72:1,2 intently 48:1 interest 35:17 36:11 interested 27:22 37:5 38:23 39:18 40:25 43:2 242:11 interfere 128:2,15 interfering 100:4 interject 54:14 interjected 142:16 interrupt 71:8 80:4,4 86:20 99:9 99:10,15 109:17 127:21 144:1 162:18 188:10,11 interrupted 109:9 159:16 160:10 234:21 interrupting 67:6 96:10 99:13,21 109:3,17 179:7,8	interruption 128:7 142:4 investigating 21:12,12,13 investigation 21:11,16 investigations 21:3,9 invoice 35:4 49:22 59:12 63:9,20 66:25 67:3,17 68:9,11,14,16,22 69:1,5,7,9,23 70:4 72:6,7,11,12 invoiced 66:21 68:15 invoices 8:9 59:6 59:20 62:20 69:11 70:7,10,16,23,24 71:22 involve 41:24 175:10 involved 17:15 20:15 22:4 30:4 30:15 33:19 34:6 34:10 48:21 133:15 involvement 20:25 31:11 iqvia 63:6 65:18 65:23 209:3,22 210:2,12 212:25 213:20,20,23 214:3,9 215:15 216:2 217:1 iqvia's 215:20 irbesartan 1:3 8:14 issue 64:7 65:6 66:10 76:4,11,15 77:6,13,23 78:9
---	--	--	---

RESTRICTED CONFIDENTIAL

[issue - leaving]

Page 22

81:5 82:1,6 83:7 91:16 96:25 97:7 97:12,21 102:5,5 130:13 133:3 138:9 139:8 144:8 144:22 147:19 151:12 152:9,19 153:8 156:4,6 157:21 158:19 159:23 160:17,22 164:4,21 165:4 169:9 170:15 171:15 172:16,17 172:18 173:11 174:20 175:23 176:19 177:5,13 178:20 179:3,4,23 182:15 190:17 193:18 196:10 198:10 199:2 200:13 205:16 211:3,9,13 215:17 225:3 226:11 227:9,16 229:6 230:12,15 231:14 231:18 232:5,17 233:20 234:16 236:7 237:4 238:5 238:15,23 239:23 241:1,7 issues 14:15 44:15 44:22 158:11 italics 185:15 items 56:4 ives 6:21,22	janow 4:19 january 59:24 60:6 239:23 jdavis 2:12 jeffrey 7:3 jersey 1:1 2:9 5:21 6:10 jgeoppinger 7:3 job 39:23 66:6 67:8 john 2:12 3:17 155:25 156:2 185:6 john.gisleson 3:18 jonathan 4:19 jonathan.janow 4:19 judge 100:7,25 153:13,17 judge's 155:13 judged 114:7 115:11 116:20,22 117:3 146:9 july 72:2 167:24 168:6,11 171:1,1 173:22 174:15 176:10 177:4,4,11 177:12 240:20 justified 153:12 justin 7:8 11:6 95:10	keep 120:10 176:20 238:5,10 239:13 kid 71:5 killer 184:20 185:4 kind 21:20 37:10 38:15 39:22 50:13 50:22 143:10 162:15 221:4,14 233:10 kinds 17:10 20:19 kirstin 6:22 klinges 3:6 knepper 4:14 know 17:18 19:13 21:13 23:8 26:21 29:11,14,25 31:3 33:22,23,24 34:9,9 35:3 40:5 41:13 42:11 44:19 48:10 48:15 60:4,15 62:8,11,18 63:2,4 63:15 64:2,3,7,9 64:21 67:2 78:18 85:23 86:3 93:15 111:19 114:21 123:21 127:3 129:4 131:6 134:6 138:21,22 146:11 158:5 163:24 181:7 192:18 195:3 200:4,15 210:1,9,11,23 216:7 224:2 227:22 229:3 238:17 239:12 knowledge 84:20 207:8 known 29:3 163:16 166:2	188:5 209:23 212:4 240:1 knows 125:3 126:11 l l.l.c. 2:20 label 65:25 66:1 120:3 laboratories 6:5 labs 5:22 lantech 93:25 94:3 lapses 42:12,24 43:3,5 largely 16:24 19:19 20:6 24:8,9 24:14,18 25:1 45:17 50:5,7 211:4 226:7 launch 107:13,14 107:14 108:14 110:10 law 12:17 14:9,15 121:5 152:1 law.com 2:21,22 2:23 lawfully 152:5,5 lawsuit 127:18 lawyer 200:20 203:15 lawyers 28:8 29:12,16,22 30:3 30:14 31:4,14 layne 2:23 28:13 lbresnahan 5:12 lchb.com 2:17 lead 22:16 134:8 134:19,24 learned 193:22 leave 208:23 leaving 84:19 132:6 207:20
	k		
	k 3:17 4:20 kanner 2:20,21,22 2:23 kapke 5:7 kara 5:7 kara.kapke 5:8 katz 2:7 kbi 6:22		
j 2:16,22 5:12,19 jamie 1:14 11:8 52:7 144:13,16 150:2,10 152:17 219:13 242:3,17			

RESTRICTED CONFIDENTIAL

[leaving - maintains]

Page 23

208:12 left 134:7,18,23 legal 7:8 17:16 45:4 105:12 121:10 200:18 201:4 203:3 219:18 238:25 243:23 legally 88:23 legitimate 105:5,7 105:8,23 106:1,12 107:1,23 108:5 115:6 118:1 121:15 124:8,18 125:17 126:24 130:9,11,19 131:16 146:3,16 148:2,9 152:4 156:22 159:1 161:2,4 162:4 163:2 164:9,25 170:5 181:10,12 182:5,5,22 183:5 186:25 187:11,13 188:7,17 189:10 189:16,17,22 197:4 202:19 209:24 210:17,18 211:19,20 231:17 232:1 legitimizing 180:2 legitimized 181:23 legitimize 201:20 letters 93:23 level 109:21 216:14 levels 235:22 239:16 lewis 3:17	lhilton 2:23 liability 1:3 18:4,6 18:8,11 19:16,19 19:21 24:23 25:4 25:13,16,22 31:20 46:7 75:18 206:21 206:22 207:5,10 207:20 208:7 license 89:11 242:17 lieff 2:16 lieu 11:21 life 200:21 liked 86:24 87:8 limit 217:14 227:12 228:4 limitations 210:2 210:5 211:25 212:3 limited 5:22,22 6:6 89:2 99:3 102:13 103:12 limiting 76:16 line 9:4,7,10,13 65:13 88:15 163:14 174:2 244:4,7,10,13,16 244:19 lines 81:22 list 54:3 65:21 66:4 70:12 73:18 85:9 173:16 listed 69:18,20 76:14 77:14 81:18 84:2,14 89:24 92:18,19 96:4 98:7,20 101:25 103:12,20 104:7,7 104:8,21 217:5 listen 92:4	listing 72:24 lists 96:14 literally 189:2 literature 40:19 126:6 litigated 32:1 litigation 1:3 11:5 16:24 17:6,8,11 19:10 20:23 26:25 little 14:3 20:18 40:2 41:7 49:20 57:10 60:21 63:16 75:11 90:11 162:22 181:5 184:23 228:2 230:20 live 157:18 livenote 1:15 llc 2:2 3:9,15 4:21 5:5 llp 2:11,16 3:2,10 3:17 4:2,8 5:7,11 5:17 6:2,7,12,17 6:21 7:2 located 216:7 long 21:18 22:5 41:21 46:20 47:10 50:10 116:21 174:2 longer 64:21 longstanding 35:17 look 49:17 56:25 57:4 72:6 78:19 78:19 83:13 103:5 113:4 121:4 149:14 209:22 214:9 looked 62:9,16 84:1 93:3,19,20	looking 36:20 59:21 67:16 69:1 81:23 91:10 97:18 105:1 134:15 209:18 looks 26:10 59:21 59:23 60:5,11,16 62:6 66:21 69:23 losartan 1:2 8:13 243:4 244:1 245:1 loss 25:9 195:15 197:1,23 198:6 200:25 208:18 225:14 losses 185:17 lost 101:17,19 184:23 lostless 194:4 lot 22:6,6 36:2 47:18,18,22 48:14 71:2 84:6,9 85:24 86:3 137:10 183:14 230:11 232:12 233:23,24 lots 46:17 51:6 141:14,15 loud 54:20 louis 4:16 louisiana 2:24 low 163:7 229:6 229:13 lowering 154:4 luke 5:12 lunch 112:10,24 m m 1:11 2:5,7 4:3 4:10 5:7 6:13 10:2 140:2,2 242:6 madam 109:23 maintains 124:24
--	--	--	---

RESTRICTED CONFIDENTIAL

[major - mckinnon]

Page 24

major 40:4 majority 71:16 73:5 228:25 makeup 19:13 making 85:3,19 201:1 233:25 manage 192:16 managed 198:3 management 193:5,6 manager 238:22 managers 236:15 236:16 239:8 managing 71:4 mandates 121:7 manipulation 50:8 61:11 manner 12:2 109:8 116:18 128:14 228:20 mansplaining 162:21 234:22 manufactured 76:4 77:24 78:10 113:16 115:24 121:23 191:15 241:4 manufacturer 108:20,25 110:13 110:20 115:23 117:19 119:9,23 119:25 120:1,11 123:7 124:13 125:1 126:10 159:2 171:22,24 171:25 190:12 206:21 209:1,5 212:14 218:16 239:17 manufacturers 15:11 36:3 64:6	64:23 65:8,9,11 81:24 82:7,16 84:7 88:16,22 90:19 91:1,15 92:23 93:19 105:5 106:16 107:9 108:9 110:7 116:16,25 126:3 131:9 163:15 171:5 197:15 198:20 201:1,21 202:2,8,12 203:1 203:12,18 210:20 239:24 240:12 241:1 manufacturing 42:12,25 62:7,8,12 81:25 82:6 91:5 110:14 113:16,17 116:2 121:24 125:5 203:12 march 28:6 35:10 35:15 39:9 60:5 mark 30:24 43:15 52:23 74:15 166:25 marked 9:12 43:17 44:2 49:15 52:25 53:5 56:20 57:20 58:23 59:3 74:15,17 167:2 market 2:4 22:19 36:4,7,8,9 37:19 40:3 63:13,25 64:4,9 65:3 66:5 86:4,6 89:12 107:13 108:15 113:14,20 116:18 117:16 120:17 126:1,11 131:14 132:14 145:25	146:8 148:7,10 174:8 185:2 186:6 187:2,15 191:3 198:11 202:19 204:23 209:25 210:8 211:20 222:24 marketed 78:3,5 marketplace 184:19,24 185:3 190:2 194:24 markets 14:9 22:23,24,25 36:1 38:6 39:1 114:4 124:22 210:8 marking 56:16 58:22 167:5 massachusetts 6:14 match 66:10 material 93:8 229:12 materials 15:20 16:8 23:8,22 46:11 54:4 83:15 83:20 84:13 85:11 85:15,18,20,22 91:10 math 211:14 matt.knepper 4:15 matter 11:24 18:5 19:15 21:11 27:18 27:19,24 28:11 29:9,13,17 31:2,5 31:16,19,20,24 32:1,2,4,9 33:9,11 34:25 35:2,5 45:8 45:17,22 46:7 48:5,13,15,18 60:6 62:25 64:7 66:11	69:13 70:12 73:9 75:5,6,13,15 81:5 83:8,23 84:15,19 84:22 85:7,12 111:9 130:12 135:4 136:10 137:7 138:14 143:17 145:6 148:13 151:3 152:20 160:25 163:14 182:6,25 183:6 186:18 187:21 198:13,14 200:13 203:25 204:18 231:20 239:15 240:4,17 mattered 196:11 matters 16:24 17:16,17,19 19:1,6 19:14,17 20:4,12 20:19,22 21:8 24:9,18,24,24 25:2 25:23 27:9,14 29:15,17 30:9 34:1,5 117:14 matthew 4:14 maz 6:23 mazie 2:7 mazieslater.com 2:8 mckesson 4:12 mckinnon 8:9 16:14,16,23 17:4,8 17:11 18:14,18,24 19:18,25 20:5 27:21 29:11 34:23 44:14 48:8 51:8 51:11,18,21 52:16 59:6 64:17 70:9 70:14,16
---	---	--	---

RESTRICTED CONFIDENTIAL

[mdl - misbranded]

Page 25

mdl 1:2 mean 18:13 19:2 23:12 24:12 25:6 26:11 29:19 30:1 36:7,18 41:13 47:24 51:3,4 64:11,15,20 67:2 70:24,24 73:20 76:11 78:18 82:2 85:1,23 87:7 89:13 92:16 105:8 105:10 111:4 113:10,25 114:6 115:1,2,3,5 117:22 119:20 120:8,14 120:16 121:13,19 122:1,2 123:22 126:5 134:1,11 135:19 137:13 141:8,14 142:1 143:6,13 145:5 157:12,17 158:6 158:14 162:13,14 165:16 168:5,22 173:25 176:23 177:2 185:10,12 193:4,23 198:18 203:17 204:4 207:11 210:23 214:5,5,24,25 215:1 221:8,9,11 232:23 234:17 236:11 237:20 238:11 239:13 meaning 117:22 meaningless 148:18 means 63:15 97:3 105:13 meant 62:11 64:3 64:8 184:1	measure 207:3,19 207:21 208:7 media 11:3 74:7 74:10 112:22 113:1 180:10,14 206:12 235:14,18 medical 136:5 154:4 218:3 225:13 medically 154:7 medicare 217:22 217:23 218:1 220:23 221:6,6,19 221:24 222:4,8,12 222:13,25 223:1,6 223:10,17 224:14 225:25 227:1 228:15 medication 172:25 175:13 190:20 193:2,12,20 194:8 medications 13:23 175:19 192:7 medicine 169:10 169:18 174:17 175:21,22 meet 84:8,8 105:11,14,19 107:12 108:13 113:15,20 115:7 116:25 118:13 119:10,12,16 121:9 122:23 123:4,8 125:4 126:2 130:20,23 145:25 146:4,6 148:10 149:4,5 156:20 161:13 163:4 164:10 165:1,5 186:20 187:22 188:8	190:4,12 204:22 meeting 28:10 29:4 35:9 110:9 114:16 119:19,22 119:23 120:13,17 120:19 123:9 125:8 126:23 131:11,17 146:20 152:21 159:3 182:19 meetings 28:1 meets 121:24 123:7 146:13,15 187:12 megan 6:23 member 134:1 214:5 215:16,25 236:16 member's 213:21 214:2 members 21:22 54:8 201:21 214:6 214:16,18 menacing 184:18 184:19 185:2,3 mention 68:17 86:22 mentioned 48:4 51:5 62:21 216:23 229:19 merely 111:16 meridian 5:8 messages 180:18 met 23:20 28:9,10 113:12 124:13 130:8 217:3 methodology 164:2 methods 211:21 211:23	microbe 184:20 185:4 microphone 75:11 152:13 mid 159:16 160:11 middle 50:23 55:12,12 99:21,23 105:2 142:17 mike 61:2,3,6,7,8 military 218:7,8,9 mind 25:25 206:6 minimized 202:15 minimum 115:25 119:12,16 120:18 185:8 190:11 241:5 minute 74:1,2 180:8 181:19,19 minutes 74:4 155:10,12 235:7 misbranded 76:8 78:16,23 79:14 95:25 96:13,21 97:1,2,13,13,25 98:5,14,25 99:3 101:22,22 102:1 102:11,12 104:15 104:19 105:3 111:12 114:24 118:15 122:12 124:9,20 130:14 130:18 131:7,15 132:3 133:4 138:10 139:8 152:3 165:7 170:1 171:20 173:19 179:24 182:16,16 183:4,19 184:15 185:16,19,21 186:3 187:2,15 194:14,23 197:12
--	--	--	--

RESTRICTED CONFIDENTIAL

[misbranded - notice]

Page 26

197:13 199:9,22 200:12 202:13 231:17 234:8 misbranding 79:13 80:21 81:4 84:11 96:15 97:19 98:2,11,15,21 102:4,18,19,20 201:2 mischaracterizat... 51:9,13 77:22 96:24 188:13 mischaracterized 116:8 mischaracterizes 189:13 mischaracterizing 50:19 188:3 misconduct 204:1 mishear 213:17 misheard 213:13 misremembering 28:16,19,20,21 missouri 4:16 misunderstanding 151:21,22 mitigate 191:25 mitigation 89:2 mix 18:10,24 19:22 222:3 mixing 233:10 modalities 199:17 model 182:10 183:20 moment 139:6,19 139:19,22,23,24 140:1,2 147:23 149:11,12 151:2 153:3 160:25 161:13 162:2 163:1,13 194:18	195:11 196:25 198:5 199:18 203:23,24 225:7 225:18 money 34:15 136:18,24 144:6 144:20 145:6 monroe 6:24 month 28:3,4 209:5,9 212:14 214:18 215:21 216:9 218:17 months 47:16,17 47:23,23 71:6 morgan 3:17 morganlewis.com 3:18,19 moring 5:11 morning 12:16 13:24 147:13 morris 3:2,10 12:17 moskowitz 1:14 11:8 80:7 99:24 101:12 242:3,17 mother 71:4,17,24 73:15 135:11 223:17 225:11 229:2 move 34:13 80:9 128:23 moving 201:11,13 206:2,5 mulberry 6:9 multiple 64:6 93:24 153:12 165:25 166:14 murtha 5:17 mute 152:13 muted 142:21	mylan 6:5,6 42:1 42:15 78:2 93:24 mystery 51:15 n n 2:1 3:1,18 4:1 5:1 6:1 7:1 11:15 140:2 name 12:16,22 33:22 78:1,4,5 93:15 216:9 name's 11:6 names 33:23 60:24 217:20 national 15:25 38:1 65:9 66:11 209:4,7 217:15 nature 36:12 43:4 ndc 65:22,23 66:3 66:8,10 ndcs 65:14,17,18 65:19 ndea 40:9,16 41:11,17 76:17 77:9 239:17 ndma 40:8,16 41:11,17 42:4,6,7 42:8 76:17 77:9 177:8,13 239:16 nearly 31:9 57:7 necessary 204:11 245:6 need 13:20 33:22 33:23 43:14 54:17 54:18 79:23 84:8 95:2 109:14 125:9 146:6 157:23,24 158:6 202:25 needed 190:19 needs 66:6 75:11 111:19 115:23 128:3 182:8	219:12 229:25 neither 105:3 242:9 never 154:10,13 186:3 new 1:1 2:9,18,18 2:24 5:21 6:10,19 6:19 73:14,16 166:24 195:8 newark 6:10 nitrosamines 39:6 39:7,11,25 43:6 240:1,7,18 241:7 noise 147:3 non 113:9,10 152:2 172:9,10 176:24 191:16,24 201:18,18 223:23 noncompliance 201:21 202:3,9 noncontroversial 80:8 nonzero 204:12,16 normal 20:24 norris 4:9 north 5:4 norton 4:8 nortonrosefulbri... 4:9,10 notably 15:10 171:21 notary 242:4 245:13,19 note 218:14 243:10 noted 11:10 110:3 245:7 notes 242:8 notice 8:4,7 52:24 56:18
---	--	--	--

RESTRICTED CONFIDENTIAL

[notices - okay]

Page 27

notices 92:22 notion 124:18 125:16 126:15 novartis 172:1 191:15 199:12 november 45:23 47:3 number 8:2 11:3 15:22 20:4 37:12 50:19 54:3 74:7 74:10 88:25 112:22 113:1 170:25 180:14 206:12 235:14,18 numbers 51:25 nw 3:13 5:14 ny 243:15	139:3,16 140:9 143:2,14 144:24 145:17 147:21 148:20 149:20,23 150:23 151:18 153:9 156:8 157:6 157:6 158:1,21 163:11,21 164:5 164:16 165:13,22 169:20 170:17 171:12,16 172:20 173:13 176:2,21 177:17,17 178:11 181:13 182:23 186:16 192:8,14 193:3,13,21 194:9 195:22 196:4,13 200:3,17 202:4 203:2 205:11 207:24 215:18 216:20 219:17,17 220:17 222:17 223:13 224:5,15 226:4 227:3 228:18 230:19 231:5 232:8,20 233:5,21 234:13 237:6 238:7 239:18 240:8,21 objected 31:8 objection 13:12 32:17 34:18 45:13 53:19 55:9,17 61:20 82:10,24 88:20 96:22 102:7 110:4 111:24 128:8,8,12 129:19 129:20 134:9,25 135:10,17 136:8 137:5 140:16,23 141:5,24 142:9	147:10 154:25 155:16,24 158:12 160:2,19 161:9,23 166:11 174:23 178:23 179:11,17 181:3 184:8 188:21 189:12 190:21 198:16 199:5 201:3 203:14,22 214:12 220:3,10 238:16 238:24 objections 8:6 12:1,3,6 13:10 56:17 observation 34:4 obtain 52:4 210:12 210:14 obtained 208:16 obviously 19:7 24:13 148:23 occur 98:11 230:5 occurred 42:25 88:6 97:7 154:13 194:13 196:25 197:25 227:15 occurrence 40:8 40:16 41:11,16,18 occurs 195:4,5,15 196:21 197:19 218:15 224:25 225:18,21 october 72:19 offer 220:25 221:20 222:9 224:14 225:25 offered 80:8 offering 228:15 offerings 222:14 office 22:3 218:3	oh 16:8 73:2 159:17 201:14 210:4 218:17 ohio 7:4 oils 185:5 okay 12:12 13:1 13:12,18,22 14:2 16:22 18:3,16,20 19:18 24:2 26:4 26:13 30:2 35:7 37:10,16 40:10 43:20,25 44:5 47:16 50:18 51:5 51:14,20 56:8,9 58:9 59:14 60:4 60:22 61:5 63:12 63:23 67:9,20 74:4,23 78:19,21 81:21 82:21 84:17 90:14 92:6 93:2 93:16 94:11 95:1 95:9,19,23 98:24 106:24 107:20 108:24 112:7 113:7 116:15 117:13 120:5 121:4 122:6 130:5 132:23 134:15 141:20 142:12,19 143:15 145:19 147:4,4,16 148:22 150:1,5 151:20 159:17 161:25 162:13,24 166:13 168:13,14,25 169:1 176:1,18 177:3,8,9,10 180:8 181:9 189:14 191:7 196:2,8 197:6,18 201:14 208:21 213:17
o			
o 11:15 140:2 o'clock 241:10,14 241:16 o'reilly 6:7 oath 11:22 object 32:7 45:3 69:15 70:19 75:20 77:10,20 81:9,13 83:4 84:24 89:20 90:20 92:12 94:9 96:5 97:9,22 98:22 102:21 103:17 104:5,9 106:2,13 107:2,5 107:24 108:6,22 110:22 114:13 115:19 116:7,14 117:11 119:3 121:2 122:25 125:19 126:17 127:8 130:3 131:1 131:23 132:9 137:20 138:3,19			

RESTRICTED CONFIDENTIAL

[okay - parts]

Page 28

217:10 221:25 223:14 231:10 234:20 235:11 236:13 ones 77:14 83:6 84:14 87:8 179:22 226:12 opinion 32:5,5 45:5 75:25 138:22 138:23 151:9 153:3,7,20 154:21 154:23 155:3,3,13 155:20 156:17,18 178:17,22 179:16 179:20 183:9 194:2 200:19 201:25 opinions 65:5 75:3 75:18,19,21 83:21 84:1,19,22 85:5 86:11 87:6 111:7 151:2 152:20 160:25 163:14 203:24 opposed 223:18 option 169:12 173:3 174:19 175:16 options 192:22 optumrx 6:20 orange 190:6 oranges 233:11 order 56:5 59:23 66:3 84:8 106:18 115:21 123:6 182:7 190:8 227:24 228:2 231:19 organization 15:8 21:19,23 22:1 32:24	orleans 2:24 osfeldg 4:4 ostfeld 4:4 outcome 242:11 outcomes 140:8,15 140:20,21 outlined 79:7,15 79:15,17 81:17 82:14 110:15 111:13 outlines 27:23 outside 18:18 31:2 52:15 102:8 106:13 134:9,25 137:5 138:4,20 139:16 140:10 141:25 148:17 150:23 157:18 158:2 163:11 165:14,23 193:14 200:18 234:14 238:7 overlapped 38:16 overlea 12:24 owned 42:22 oxford 3:19 6:4 p p 2:1,1 3:1,1 4:1,1 5:1,1 6:1,1 7:1,1 11:15 p.m. 112:9 241:16 pa 12:25 packet 72:7,12 page 8:2 9:1,4,7,10 9:13 10:4,5,7,8 53:15,15 57:1,9 59:12,22 63:7,19 66:16 95:17 104:25 151:25 168:8,9,14,17 169:1 184:15	217:10 235:25,25 244:4,7,10,13,16 244:19 pages 57:3 60:17 68:6,7 168:3,4,4 168:10,11 227:13 paid 105:6 127:6,9 127:9,16 130:1,24 181:12 182:4,21 193:19 196:8 197:22 198:12,14 199:2 204:9 205:9 205:15,20,23 207:23 208:8 209:8 211:19 212:10 214:10,23 215:16 217:17,18 218:21 224:8,13 225:1 226:12,25 236:12 pandemic 26:13 26:18,25 28:4 60:3 paper 90:10 paragraph 44:13 75:1 76:2 77:6 78:13,20,21 79:8 80:22,23 81:19 88:8 95:14,15,17 95:18,21,24 96:13 96:13 97:1,16,18 98:20 99:1 101:25 103:6,6,10,10 104:16,24 105:2 113:4,8 114:21,23 121:5 152:1 168:21 184:11,12 201:10,15,17 206:16,18 217:11 217:12 220:22 222:1 236:1	paragraphs 79:16 79:19 parameters 209:18 parkway 2:8 part 15:2,17 17:1 19:8 24:22 34:3 36:22 39:22 40:1 40:2 41:20 65:1 146:16 173:17 177:5 178:2 187:5 187:19 202:22 204:19,20 217:23 218:1 219:2,13,13 220:23 221:5,6,7,8 221:13,19,24,25 222:1,3,4,8,12,13 222:14 223:1,4,6 223:10,21 224:2 224:14,19 225:25 226:13 227:1,13 228:15 229:2 partial 142:9 participated 68:19 participating 11:17 68:18 particular 17:10 22:9 36:4,6,8 40:8 41:12,15 61:6 62:16 79:9 89:16 96:3,20 97:5,6,15 98:2 102:17,17 120:7 184:6 213:7 213:10,21 214:2 214:10,22 215:16 particularly 20:23 22:23 43:1 210:22 parties 11:25 12:18 29:23 33:24 parts 201:8 217:13 217:23
---	---	---	--

RESTRICTED CONFIDENTIAL

[party - pharma]

Page 29

party 132:25 194:13 204:6 205:19 216:12,15 216:16 222:2,12 222:20 224:13 225:25 227:6 228:15 229:9,15 229:18 230:18 231:21 232:23 233:2,13,15,18 234:3,25 236:2,6 236:11,14,20,23 236:24 237:2,13 237:18,21,24 238:4,14,21 239:5 239:7 242:10 patent 18:11 19:3 19:4,4,4,10 38:25 patents 18:25 19:7 patient 36:19 137:4 141:23 143:1 144:6,9,20 144:23 145:12 146:12 177:15 213:7 229:24,25 patient's 141:22 142:25 patients 118:11 139:13 149:1 165:11 166:9 169:8,17 172:7 190:16 213:2,3 218:3 227:17 patterns 37:25 pause 55:16 pay 105:15,18,24 105:25 106:7 192:13 193:2 212:10 223:17 224:20,22 225:12 225:12 229:4,4,15	229:25 230:8 237:24 239:6 payers 75:5 paying 223:19 229:20 236:7 payment 205:9 209:5,7 211:16 212:9,13 237:22 payments 214:15 217:16 225:5,11 225:17 226:8,14 226:17,17 227:7 227:11 228:14 229:9,11,16 payor 209:6,9 213:10,25 214:7 214:17 215:21 216:1,1,7,11 217:11,13 225:2 229:15 232:23 233:2,13,15,18 236:24,24 237:2 238:4,14,21 payor's 216:8,8 payors 105:6,15 105:17 106:7 111:9 131:6 132:25 194:13 195:2 204:7 205:19,19 214:17 216:4,13,15,16 219:7,16 220:1 222:2,12,20 224:13 225:25 227:6 228:15 229:9,19 230:18 231:21 234:3,25 236:2,6,12,15,18 236:20 237:9,12 237:13,19,24 239:5,7	pays 37:22 216:17 216:18,18 pbm 236:18,20 237:9,10,11,12 pbms 236:21 pc 4:18 5:2 penalty 11:24 pending 29:16,20 29:22 30:1 31:8 101:8 112:3 128:6 129:22 206:5 215:3 pennsylvania 1:13 2:4 3:7,20 5:14 6:4 people 37:8,11,12 39:16 48:6,8 50:4 62:24 63:1,3 86:23 122:21 145:6 152:23,25 161:20 162:2 165:19 183:17,17 194:1,16 195:6 197:1,21 198:1 199:11,16,21 200:11 211:6 218:6 222:22,23 223:22,24 perceived 164:3 164:13 232:16 percent 210:16 211:17 223:10 percentage 18:10 performed 85:6 period 17:22 35:15 43:9 45:16 78:6 100:9,20 128:25 131:8 133:3,5 171:21 194:2,16 228:5 239:23 240:6	perjury 11:24 permit 32:17 100:8 154:25 155:17,24 180:22 213:21 permitted 34:4 109:7 118:24,25 permitting 118:6 125:5 persist 99:20 109:17 129:14 person 11:22 28:24 61:1,15 62:4 137:16 161:22,22 perspective 97:25 101:23 110:12 121:21 124:8 125:24 130:6 131:13 138:7 145:20 152:18 156:13,23 161:12 169:23 185:22 190:3 199:7 200:10 204:5 persuasive 93:10 pertinent 194:8 pervasive 81:25 82:3,22,23 83:2 90:4,23 94:6 perverse 201:19 204:12 ph.d 244:2,24 245:2,4,12 ph.d. 1:11 2:5 8:8 10:2 40:24 41:5 56:19 185:6 242:6 243:5 ph.d.s 50:2 pharma 3:21
---	---	--	--

RESTRICTED CONFIDENTIAL

[pharmaceutical - practices]

Page 30

pharmaceutical 3:8,8,14,15 15:9 15:11 16:11,25 17:1,13 20:7,9 21:20 22:12,15,22 27:5,9 32:9,25 33:3 35:21 39:21 40:9,16 41:12,17 41:20 42:13 54:8 84:5 88:24 98:1 105:7,13 106:20 107:8,10 108:11 108:25 110:7 116:16 125:1 126:9 133:12 148:23 163:3 186:23 187:9 188:4 191:16,23 191:24 197:14 200:9 201:22 202:11,21 204:17 209:24 210:6,18 211:20 235:22 pharmaceuticals 4:6 6:6,11,15 22:4 42:3 168:23 pharmacies 105:13,24 106:8 108:13 118:11 119:1 125:2 210:21 211:1,8 237:14,24 239:6 pharmacist 169:11 173:1 174:11,18 pharmacists 174:4 176:13 177:22,25 179:2 pharmacy 6:25 33:2,2 108:9 118:12 124:12	190:10 204:9 225:3 229:4,20,23 229:23 230:1,3,6 236:15,16 237:22 238:22 239:8 phase 227:19 228:3 229:14 philadelphia 2:4 3:7 73:14 phone 100:11 153:20 154:17 155:8 phrase 62:12 75:14 76:15 77:5 113:9 120:23 127:15 143:12 172:18 phrases 232:12 physically 11:18 physician 157:18 157:20 physicians 118:12 174:4 176:12 177:22,25 179:2 192:17,23 pick 202:17 picked 185:9 picture 126:21 pietragallo 6:2 pietragallo.com 6:3 pills 175:24 pittsburgh 3:20 6:4 pizzi 6:7 place 210:13 242:7 places 74:25 plaintiff 87:12,14 87:19 plaintiff's 13:9 24:18,20,25 25:1	25:14 52:4,16 plaintiffs 2:10,14 2:19,25 8:6 24:4 25:20 26:2 28:1,9 29:2,7,8,13,17,23 30:4,14 31:4 33:12,25 34:16 35:9 44:6,13 56:17 59:16 64:13 64:18 72:22 76:3 87:17 147:8,17 180:18 181:1 206:19 plan 73:20 217:19 217:20 220:23 221:7,19,25 222:4 222:8 223:1,16 224:2 plans 217:24 218:11,11,12,13 221:1,22 222:12 222:13,21,24 223:10,12,21,23 224:14,20 225:6 225:25 227:2 228:15 plant 42:1,16,22 plaza 4:15 please 11:12 12:3 12:13 13:16 31:17 34:13 44:4 56:3 56:11 57:1 58:13 71:9 86:2 95:9 96:10 99:24 112:17 123:17 125:21 148:6 150:12 153:22 160:13,13 203:6 206:6 215:13 228:23 232:12,24 234:22 235:8	plenty 126:5,25 plus 113:18 116:19 132:13 pocket 185:9 202:17 224:22 229:25 point 135:22 141:13 154:1 169:5,7,8 189:9 190:6 198:9 205:3 207:23 208:22,25 217:6 224:25 225:19,22 229:19 229:21 230:1 235:7 pointing 111:16 points 169:2 policy 14:9,13 39:22 183:6 202:20 204:16,20 portion 30:25 posited 30:17 position 14:6 16:14 162:6 180:6 186:4 187:8,14 188:13 190:14 202:10,12,21 204:17 positive 140:7,14 140:20 possibilities 202:15 possibility 185:19 188:18 possible 193:17,23 potential 148:1 149:10 215:24 practices 21:12 88:17,19 89:1,4,14 89:17,18 90:19 105:14 106:17
---	--	---	--

RESTRICTED CONFIDENTIAL

[practices - production]

Page 31

113:17,18 preceding 103:6 precipitously 192:20 predicated 146:20 146:21 148:1 157:12,15 158:25 161:2 186:21 230:7 preliminary 72:24 73:18 premiums 223:18 223:19,21,24 224:8,20 229:4 prepare 69:1 83:16 prepared 83:17 preparing 73:10 prescribe 213:18 prescribed 158:8 158:10 213:4 prescribing 157:19,20 prescription 105:2 111:11 113:11 114:23 115:22 116:16,23 117:17 118:8,25 119:7 121:8 122:20 124:25 125:10 126:3 133:19 136:2 141:8,17,19 141:21 142:24 145:22 152:3 156:15 157:13,15 158:16,24 161:15 163:2 178:20 190:5,8 198:3 202:14 209:24 210:17,20 220:25 221:20 222:9	223:4 224:19,23 226:3,9 229:1,5,23 231:18 235:1 236:17 237:22 238:2 prescriptions 38:1 38:2 221:15 present 7:7 11:18 30:21 54:7 154:12 presentations 54:5 presently 31:12 president 39:12 press 8:11 167:6 pressure 134:8,18 134:24 135:4,6 154:5 174:7 175:4 191:2,8 192:1 193:25 200:8 presumable 214:16 presumes 164:6,8 presumption 180:2 pretty 48:1,9 62:15 216:2,4 prevent 110:20 134:21 135:21 137:12 192:2 prevention 136:3 136:17,22 137:11 previous 26:16 28:4 189:13 209:21 231:12 previously 30:18 158:13 161:10,24 166:12 220:4 price 15:12 126:21 126:24 127:1,6,16 127:16 130:1,10 130:21,24 131:18 181:11 182:3,7,19	182:21 183:1,7,9 183:12,21,24 186:21 187:23 188:19 189:3,18 204:9 207:22 208:8 225:1 priced 22:15 prices 22:17 39:3 226:20 pricing 16:1 17:13 22:14 23:14 36:13 37:5,18 38:19 primary 136:17 136:22 137:11 princeton 5:21 principals 27:21 princeton 3:8,14 175:11 print 121:22 prior 29:8,12 35:8 35:14 39:9 42:7 private 65:25,25 220:24 221:2,20 221:22 222:2,9,13 223:20 224:13 privilege 53:21 155:17 180:21 probable 163:8,10 probably 26:21 38:20 40:20 168:1 problem 13:21 212:22 215:4 233:7 proceed 12:13 94:21 101:4 111:25 process 15:15 45:24 69:19 73:24 121:20,23,24 produce 64:18 69:17 70:16	produced 45:7 64:10,12 65:1 66:4,12 70:10 86:22 88:4 108:20 116:18 117:18 118:2,14 119:11 120:18 121:8 190:10 producing 188:6 product 19:19,21 25:10 36:1 37:19 38:25 41:22,23 53:21 89:3 103:24 104:12,15 105:10 105:16,22,25 106:12 107:1,9,23 108:4,5 110:21 113:9,10,19 114:3 114:6 116:22 118:18,21 120:2 123:4,7 124:9,12 124:19,22 125:9 126:22 145:15,23 146:11,13,14,18 148:2,2,5 152:21 157:16 160:24 163:3 173:6 178:5 180:21 182:22 187:12,13 197:13 198:21 204:9 205:20,23 208:16 209:5,9 210:9,18 212:13 213:24 214:19 215:21 216:9 218:16 222:3 230:6,9 234:6,7 product's 120:3,3 147:25 production 9:6 24:10 64:14
---	---	--	---

RESTRICTED CONFIDENTIAL

[production - purity]

Page 32

123:10 products 1:3 16:25 18:4,11 19:16 21:24 22:8 22:10,12,15 23:14 23:15 24:10,11,19 24:23,23 25:4,12 25:16,22 31:19 35:18,21 36:16 37:7,9,20,21,22,24 37:25 38:8,10,11 38:19,24 39:4 40:9,17 41:19,25 41:25 42:1,4,8,13 42:14,16 62:14,17 64:7,23 65:7,10,21 65:22,23,24 66:12 76:4,12,13,16,17 77:6,8,13,19,23,24 78:3,10,15,23 81:5 82:1,6 84:11 85:25 86:4,6 88:23 89:12 91:6 91:16 93:19 96:12 96:25 97:8,12,21 98:14 101:22 102:5,6,11 104:18 105:5,7,9,14,18 106:7,8,18 107:11 108:10,11,17,19 110:8,14 113:12 113:15 115:7,7,24 116:5,11,17 117:9 117:15,23,24,25 118:7,12 121:15 124:10 125:2 126:8 130:8,13 131:6,11,14 132:13 138:9,12 138:18 139:7 144:8,22 146:3,4	148:8,9,24 149:4 149:11 151:12 152:4,9,21,24 156:4,6,12,17,19 156:21,22,23 157:22 159:1 160:17,23 161:13 162:3,4 163:4,16 164:7,9,21 165:1,4 165:4 166:1,15 169:24,25 170:7,8 170:12 171:5,6,19 172:5,8,10,13 173:10,12,17,18 174:6,12,12,20 175:5,8,11,11,23 176:7,7,14,15,18 176:19,24 177:2,6 177:13,23 178:1,2 178:5,20 179:3,21 182:11,12,15,16 183:3,6,18,19 184:19,24 185:4,7 185:17,18,21 186:1,2,6 187:1,15 188:6,7,9 189:16 190:1,3 191:2,16 191:17,22,24 192:19 193:19 194:15,24 197:12 197:20,20,24 198:2 199:9,22 200:13 201:19 202:17,19 204:5 204:18,21 205:16 208:17 210:7,18 210:22 211:3,9 212:10 213:24 226:11 227:9,15 227:21 231:19 240:2 241:2,4	professional 14:4 professor 14:8 26:7 professors 23:25 23:25 program 217:22 218:7,8,10 programs 217:22 218:4,5,6 progressing 135:22 project 61:7,19 62:5 63:5 projections 210:13 promotion 36:13 proof 118:4,4 properly 198:21 property 19:5,6 prospective 226:7 prospectively 130:7 protect 80:5 128:13 184:17 protected 53:20 protecting 109:22 184:14 prove 117:21 provide 13:6 17:5 21:6,10 30:12,23 32:22 44:14,21 50:25 51:18,23 52:3,16 54:2 64:18 73:17 75:2 89:5,9 92:10,17 99:5 103:7 111:7 137:4 141:23 143:1,10 209:17 223:10 228:22 236:21 provided 32:6 54:1 56:7 59:7	64:13 97:16 98:16 138:12,18 144:9 144:23 148:12 155:4 164:14 221:2,22 provides 85:8 146:18 169:11 providing 44:18 75:18,18,21 97:1 170:15 province 55:1 public 14:9 171:6 184:17 223:20 242:4 245:19 publications 54:5 published 23:14 85:10 126:6 publishes 173:16 puerto 42:23 pull 43:10,15 52:22 56:10 57:22 58:13 74:13 punish 203:18 punishment 203:11 punitive 200:16 purchase 197:23 199:25 200:1 205:10 209:12,14 209:15,19 224:18 227:9 purchased 132:19 132:24 133:1 197:22 199:21 210:3 211:18,18 213:2,4 purchases 226:3 purchasing 185:18 purity 121:11 122:1,4
--	--	--	---

RESTRICTED CONFIDENTIAL

[purpose - receive]

Page 33

purpose 67:11 154:4,8 purposes 114:14 138:14 143:21 149:2 purview 210:25 put 45:20 48:13,24 71:21 74:13 90:14 95:5 105:23 119:17 154:6 157:3 161:8,21 173:24 184:9 202:6 203:1 putting 45:24 120:7	101:8,11 106:6 109:2,2,6,6,12,20 109:24 110:1 112:3,6 116:11 120:9 123:17 124:4,5 126:14,14 127:22,24 128:6 128:19,21,24 129:3,3,15,18,23 132:21 138:6 141:18 142:8,23 143:7 144:10,11 144:14,18 146:25 147:13 150:6,8 151:10 159:14,15 160:11,14,21 161:18,19 162:1 163:19,24 166:6 169:4,6 179:6,10 179:12 181:15 187:19 196:18 197:10 201:8,12 203:6 205:13 206:5 213:16,16 215:2,13 219:11 222:6,11 228:11 228:12 230:22 231:7,9,11,12 232:11 233:22 235:5 236:3,10 237:1 238:10 239:3,12 240:17 questioning 174:2 questions 9:12 12:19 13:5 20:22 34:5 74:24 80:14 92:4,6 100:18,19 100:22 101:2 169:13 questrom 14:11	queue 95:9 quite 19:2 85:2 109:21 182:12 183:14 201:7 203:6,17 222:5 r r 2:1,12 3:1 4:1 5:1 6:1 7:1 11:15 242:1 244:3,3 rachel 2:16 radam's 184:20 185:4 raised 129:1 ranbaxy 41:25 42:15 raspanti 6:2 rate 49:15,20 60:11,13,16,19 rationale 184:13 reach 81:1 84:18 84:21 reached 75:25 reaching 65:4,4 83:20 84:1 86:11 87:6 238:21 read 10:8 39:17 44:4 52:9 54:19 54:21 87:11,18,21 87:24,24 88:5 99:24 101:8,14 110:1 144:13,16 144:18,18 153:20 153:22 155:13 169:12,14 173:15 201:23 219:14 243:9 245:5 reading 154:15,16 154:20,21 reaffirms 170:6 real 112:8	reality 100:17 realized 160:17 really 17:22 54:17 71:1,10,11 73:15 110:10 122:7 158:10 198:18 211:3 226:18 227:16 229:11 232:11 236:25 239:11 reason 30:17 33:15 55:19 59:8 98:20 102:17 115:18 218:21 243:11 244:6,9,12 244:15,18,21 reasons 95:25 96:3 96:20 97:7,19 98:11 99:2 103:7 103:10 reassess 235:12 rebazan 3:11 rebecca 3:11 recall 28:8 29:10 167:22 168:18 173:17 174:15,16 178:3 recalled 65:14,18 65:21 76:6,7 77:19 175:6,8,19 176:24 177:3 178:1,9,10 192:19 194:15 199:13,23 recalls 8:13 165:11 166:10 167:8 170:25 171:8 175:10 182:13 receipt 243:18 receive 53:10 155:7 223:21,23
---	---	---	---

RESTRICTED CONFIDENTIAL

[receive - report]

Page 34

224:3 225:11,13 226:1 227:7 229:9 230:2,3,13 233:2 233:18 234:4,6 received 145:13 159:24,24 160:5 160:22,23 164:14 180:17 232:4,16 receiving 232:23 receptor 8:12 167:7 recess 112:24 recognize 53:7 56:13 59:2 recognized 105:4 recommends 178:3 record 11:2,11 12:23 57:5,12,14 57:17 74:1,11 76:22,24 77:1,3 80:6 91:21,23,25 92:2 94:16,18,20 94:22,23 95:5,7,12 100:14,17 109:22 112:23 113:2 128:13,16 150:12 150:14,17 155:14 180:11,15 206:9 206:13 235:15,19 241:12,14 recorded 11:3 redrafting 46:17 reduces 221:17 reducing 202:16 refer 77:18 95:15 188:14 reference 79:7 181:20 referenced 243:6	references 93:9 referred 83:7 94:7 186:11 referring 46:25 75:6 77:12 82:9 83:3 91:7,17 95:24 120:21,25 122:17 166:3 168:17 173:10 175:22 181:21 222:2,11,19 235:23 238:18 239:10 refers 88:15 refund 25:10 207:22 refused 100:14 regarding 11:4 75:3 111:7 172:5 regardless 154:3 191:2 232:3,15 regular 211:7 regulated 114:3 124:22 190:1 regulation 14:16 15:9 16:1 17:14 21:19,23 22:1,4,8 22:10,11 23:15 24:10 32:10,24 84:4 85:4,24 86:3 98:1 125:11 186:22,23 197:14 regulations 105:11 121:6 122:17 125:8 184:17 regulator 117:4,15 117:21 119:7 124:15 125:24 regulator's 110:12 125:24 161:12 190:3	regulatory 23:1 46:13 reimbursed 15:12 223:6 236:7 reimbursement 17:14 37:6,22 223:11 relabeled 65:25 relabelers 66:7 relate 54:7 114:17 related 14:15 17:8 17:13 19:9 20:12 21:14,23,25 22:8 24:9 32:23 44:15 44:17 45:18 62:14 62:17 64:24 91:16 92:21 93:9,18,24 122:13 123:2,23 127:1 145:23 146:2 151:9 152:20 156:18 158:24 191:9 193:25 195:10 209:7 242:10 relates 1:4 44:22 relating 39:25 relation 18:13 45:11 relationship 29:12 127:3 236:19 237:11 relatively 134:12 released 39:13 relevant 46:14 128:25 131:7 210:22 223:7 relied 83:16,20 84:1,13,18,21 85:12,15,18,20,23 91:10 94:6 209:2 209:11 210:2	rely 65:3 relying 188:16 189:8,11 209:2,4,6 remains 147:14 remedies 185:8 remember 28:6 106:5 177:3 remind 75:10 reminds 172:24 177:24 remotely 11:20 rena 1:11 2:5 8:8 10:2 11:4 12:8,24 56:19 242:6 243:5 244:2,24 245:2,4 245:12 render 32:5 repackaged 65:24 repackager 65:13 65:17 repackagers 66:7 repair 225:12 repeat 46:3 123:16 191:19 203:7 219:12 rephrase 13:16 159:21 replacement 169:11 173:2 174:18 175:16 report 15:25 16:1 39:13,17 45:7,22 45:25 46:18,21,24 47:12,21 50:17,19 50:22 51:2,4,11,17 51:20 52:1,5,17,20 57:25 58:5 64:22 65:2,4,8 66:13 74:14,21,24 77:16 79:8,16,18 81:20 82:19 83:14 86:9
---	---	--	---

RESTRICTED CONFIDENTIAL

[report - reviewed]

Page 35

86:23 88:7 95:15 96:14 97:16 99:2 102:8 104:21,25 104:25 106:14 111:22 113:5 114:15 116:2 121:3,5 126:9 135:1 138:8 143:21 145:10 148:17 149:2 151:2,19,25 152:19 153:11 164:23,24 167:10 167:17,19 169:24 170:9,11 178:18 181:20,22 184:10 184:12 193:15 201:10 203:4 206:3,15 212:1,5 217:5,10 235:21 reporter 1:15,16 10:7 11:8,11,16 12:5,12 14:23 16:15 20:8,11 28:17,20 33:1,5 35:19 36:14 38:3 42:17,20 44:9 46:2 49:9 52:8 58:3 61:9 65:15 66:18 67:4 69:25 76:19 79:17,21 88:11 89:7 90:2,6 90:14 92:14 94:1 101:7,13 102:25 103:3 105:17 107:17,20 109:23 115:3,9 117:6 118:19 123:16 132:16 133:17 136:19,21,25 137:1 139:21	140:1,4 142:6,11 146:21 150:3,9,11 151:14 152:12 153:22 154:14 166:23 170:3 171:23 184:22 191:18 192:3 195:1 204:25 205:4,21 207:14 208:2,10 209:14 211:11 212:8,16 212:18,20 219:1,9 225:20 228:7 230:21 235:6 242:4 reporting 11:19 12:2 reports 54:4 86:22 87:1 88:4 92:21 137:23 represent 12:18 29:13,16 30:4 31:4 59:5 representation 59:9 69:14 representative 87:22 representatives 147:9,17 represented 25:3 27:5,14 121:12 representing 29:23 represents 156:13 request 9:1,6 54:20 55:3,24 56:6 59:7 70:18 requested 52:10 56:4 101:15 110:2 requests 53:13,17 53:23	require 30:21 135:9,16 240:6 required 88:24 89:5,9 223:3 224:18,22 245:13 requirement 30:9 31:12 requirements 84:7 119:13,17 121:10 requires 117:15 requiring 135:23 research 14:13 16:10 32:21 35:10 35:14 36:12 38:15 40:8,15 41:11,14 41:16 50:5 209:23 212:2 researched 36:3 37:23 researching 36:10 38:18 respect 97:7,20 103:13 133:12 216:24 respectfully 33:16 54:24 respective 226:1 respond 53:16 54:22 55:24 102:9 110:5,24 145:1 responded 129:16 129:17 responding 96:9 109:21 response 55:2,6,12 59:7 86:20 99:23 101:9,10,17 103:1 189:13 responses 8:7 56:18 99:22 101:2 101:5	responsive 54:16 54:25 55:13 restate 40:10 215:12 232:13 restricted 1:8 result 137:16 238:5,15 242:11 resulted 153:7 resume 53:24 112:18 retail 211:7 229:20 retailers 66:1 206:24 207:13,17 208:1,5,9,13,15,19 208:22 retained 27:19 35:8 44:14,21 75:2 111:6 retention 8:3 27:18 34:22 35:8 43:13 44:5,7 49:14 retrospective 226:14,17 retrospectively 226:8 227:14 return 243:13,17 reveal 20:22 30:10 30:19,20 32:1 33:20 53:19 revealed 34:13 101:2 reveals 31:15 revenue 15:12 reverse 26:20 review 65:13,16 69:11 86:10 87:5 90:17 243:7 reviewed 46:1,13 87:8 91:15 93:7
--	---	---	--

RESTRICTED CONFIDENTIAL

[reviewed - see]

Page 36

133:21 147:6,7 rgeman 2:17 rico 42:23 right 16:22 17:23 23:13 25:11,12,18 25:18 40:18 41:2 41:4,6 49:8,16 59:17 60:1 61:22 62:23 63:21,22 67:4,16 68:8,20,24 75:19 85:20 98:12 106:8 114:2 116:6 127:7,17,18 132:25 133:25 134:19 136:7 147:20 149:19 150:22 157:5,25 160:8 164:15 167:17,21 168:12 168:20 170:16 171:2 172:16,19 173:12,25 174:22 175:25 177:6,16 178:10 181:25 184:10 192:13 193:12 195:18 196:3 197:8 200:2 204:3 208:6 209:4 213:2,7 214:21 218:18 227:2 236:10,24 risk 89:2 135:5 161:7,12,21 163:1 163:7,9 rite 5:10 road 5:20 rockett 6:17 rockett.shevon 6:18 room 11:19	rooney 4:18 5:2 rose 4:8 roseland 2:9 ross 4:11 roszel 5:20 round 215:10,10 route 116:22 ruben 2:3,3 28:12 129:5 149:25 243:1,2 rude 162:14 ruler 2:13 rules 109:11 114:8 125:3,4 runs 229:24 s s 2:1,21 3:1 4:1 5:1 6:1 7:1 8:1 11:15 244:3 sadly 14:19 26:20 133:9 safe 113:18 114:7 114:11 115:11,25 116:19 117:18 118:2,15 123:10 125:6 safety 36:22 37:1 37:7,13 113:13,24 114:5,10,16 121:10 152:2 190:13 201:18 sagoldberg 3:3 sale 62:14,17 106:9,21 146:5 148:3,7,11,24 152:6,22 154:1,12 207:23 208:19,20 225:1,19,22 227:8 229:19,21 230:1 238:5	sales 64:22 65:10 66:11 209:4,24 210:7,17 213:24 217:15 222:21 sanctioned 100:10 sanger 2:11 sara's 50:1 sarah 48:7 50:3,5 50:15 53:25 62:20 62:21,21,22,23,23 63:2,3 satisfy 55:14 238:5 238:15 saved 144:6,20 saving 145:6 saw 171:14 saying 23:10 57:4 71:15,23,24 85:22 93:3,17 120:10 122:8 136:9 172:16 174:19 175:22,25 176:20 180:1,4 190:23 215:7 230:8 says 44:12 49:15 60:8 61:4 63:6,13 63:24 65:13,16 66:17 78:14,20 81:23 83:15 85:18 99:2 120:2 121:22 153:21 168:6,15 168:15 170:19 172:24 174:16 176:9 186:15 201:24 222:7 scenario 182:4 schedule 224:21 school 14:10,11,14 14:15 189:3 sciegen 6:15	science's 15:25 scope 45:1,11 102:8 106:14 107:6 108:7 110:23 111:2,3,22 111:25 121:3 134:10 135:1 137:6 138:4,20 139:4,17 140:10 141:25 143:3 144:25 145:18 147:22 148:17 150:24 151:19 156:9 157:7 158:2 158:22 160:3 161:10 163:12 165:14,23 169:21 170:18 171:17 172:21 174:24 176:3 190:22 192:9 193:15 200:18 203:3,15 234:14 238:8 screen 43:21 56:14 63:10,17 67:10 72:11 83:14 scripts 4:17 scroll 114:20 second 22:20 44:4 54:15 74:22 76:22 90:7 91:9,19 95:20,23 113:6 150:12 168:20 185:19 217:7 221:8,9 seconds 150:4 230:6 see 43:20 44:24 48:15,17,20 59:11 59:12,14 63:11 66:17,23 67:17
--	---	--	---

RESTRICTED CONFIDENTIAL

[see - sorry]

Page 37

68:3,12,23 69:7,9 72:13,17 73:19 76:9 85:13 88:5 90:7 91:13 96:1 103:16 109:19 124:16 128:14 167:8,25 168:15 168:18,19,25 169:3,14 206:25 218:14 241:9 seeing 56:23 seek 191:9 seeks 127:19 seen 50:9 57:4,19 86:24 226:10 segments 34:7 selected 86:7 sell 89:12 105:14 107:9 108:15 110:8 116:17 123:7 124:12 126:10 163:4 selling 110:20 188:7 194:23 208:17 sells 125:2 222:24 seminar 54:4 senior's 227:8 seniors 223:3,23 224:8,18 229:1 sense 21:15 48:12 48:23 115:5 sent 154:23 180:25 243:14 sentence 113:8 114:22 173:11,23 221:3,6,9,13 222:7 separate 35:16 56:4 71:17 146:1 148:13 217:16 224:7	september 72:15 sequella 192:2 served 21:5 service 218:10 services 17:5 44:16,17 236:21 237:13 serving 20:13 21:4 set 53:16 84:22 237:2 242:13 seth 3:3 12:17 33:16 46:23 54:24 66:18 67:22 88:11 95:3 109:16 142:19 143:5 167:9 188:25 215:1 219:13 230:24 233:8 235:6 sets 217:14 setting 211:5 226:19,19 237:23 239:13 settled 25:12 share 26:23,23 51:17 63:13,25 64:4,10 65:3 shared 51:7 sharpen 55:7 sheet 243:11 shevon 6:17 short 57:15 64:21 74:8 150:15 180:12 206:10 235:16 shorthand 242:3,8 show 18:21 43:12 126:20 showing 138:25 shows 181:23	shuffling 90:10 sic 93:10 sick 71:4,16,25 73:15 211:6 side 24:8,14,20,20 24:25,25 25:2,14 225:5,11,17 229:9 229:15 sided 63:8 sign 10:8 243:12 signature 242:16 signed 243:20 significant 42:12 88:25 similar 32:5 similarly 38:22 simply 69:17 80:7 128:23 200:10 single 21:17 27:7 73:15 80:6 215:24 sir 108:2 140:12 140:18,25 149:24 158:6 159:7 160:9 163:24 167:25 170:20 178:25 181:15 193:15 195:19,24 196:6 205:13 209:21 220:12,20 221:12 223:8 228:11 231:7 sit 26:21 sitting 177:7 six 127:24 215:5 sketch 15:6 skipped 221:4,14 slack 2:11 slater 2:7,7 slaterdavis.com 2:12	slow 201:7 slowly 153:23 smolij 3:5 solco 3:8,15 sold 66:5 76:5 105:5 108:12,21 113:14,19 115:21 117:9,16 118:7,10 118:22,25 119:8 119:16 120:16 121:14 122:20 125:12 126:1 145:24 146:8 149:6 152:5 154:3 190:8,10 195:18 195:20 196:3,11 198:20 208:15 210:25 223:2,23 237:22 solely 77:21 solutions 243:23 somebody 135:8 135:15 175:24 177:3,4,11 208:23 someone's 137:16 170:9 soothing 185:5 sorry 14:23 16:18 24:21 25:7 28:17 28:21 29:19,25 30:22 33:10 38:3 38:5 40:10 42:20 44:9 46:2 47:8 49:9 52:6 58:12 58:14,18 61:24 62:3 63:16 64:11 65:15 66:18 72:9 72:9 76:19 77:15 78:17,17 79:2 80:15,15 81:20 88:9,13 89:8
---	---	--	--

RESTRICTED CONFIDENTIAL

[sorry - stroke]

Page 38

102:25 118:19 125:21 132:16 136:21 142:5,6 146:25 149:25 152:13,17 158:16 160:9 167:19,25 170:3 171:23 178:25 181:15 184:22 185:1 191:18 201:6 203:5,16 205:1 212:20 218:11,17 219:9 222:6 225:20 230:21,23 232:10 234:20 237:1 238:10,18 239:3 sort 37:12 50:12 162:16 sound 49:16 sounded 144:15 sounds 49:7 74:5 sources 210:12 sourcing 236:6 south 3:6 5:8 speak 75:10 176:1 speaking 142:3,7 142:14 special 22:2 specialty 22:19 211:1 226:18 specific 22:23 41:7 50:6 51:1,24 67:24 73:12 84:15 84:21 88:18 91:14 93:18 97:19 98:5 98:25 101:24 103:19 114:4 118:16 143:17 149:4 166:3,16 176:9 177:23	178:22 209:17 210:22 212:11 213:1 215:21 216:1,2,4,6 specifically 22:21 39:14 64:8 85:12 86:8,8 92:21 93:7 134:6 165:15 172:11 175:3 212:12 specifications 240:5,19 specificity 216:14 216:24 specifics 56:1 99:4 99:6 spend 228:1 spent 35:25 71:16 73:8 84:6,9 sphere 20:23 spoke 165:20 171:11 sponsors 220:24 221:19 222:8 224:3 st 4:16 staff 46:10 47:25 48:4,5,10 69:9 83:17 209:12 standard 1:14 15:21 16:5,5,7 23:9,10,11,19 110:15 113:12,16 113:20 115:8 118:13 119:11,20 119:22,24 120:13 120:18,24 121:14 124:14,24 125:5 126:2,4,7,11 131:11 146:4,7,13 148:11 149:6	152:22 156:20 159:3 161:14 163:5 164:10 165:2,6 188:8 190:4 209:23 210:5 standards 105:15 110:9 111:18 117:1 120:19,20 120:25 122:24 123:9 187:12 190:13 standpoint 36:21 125:7 149:15,17 149:22 stanoch 2:22 59:13 start 32:12 66:15 66:19 74:20,23,25 130:6 152:16 182:13 started 28:4 46:21 59:24 60:2 142:14 174:2 starting 29:9 48:1 162:18 starts 235:24 state 6:14 12:3,22 152:1 209:5,9 214:8,18 215:22 217:18 218:4,5,10 218:16,22 stated 99:1 158:13 166:12 171:3 220:4 statement 123:1 123:23 144:15 167:24 173:15,21 178:17,22 179:15 180:1 185:15 190:7 208:25	statements 180:4 233:24 states 1:1 39:17 64:25 103:10,10 105:4,12 107:11 124:23 161:16 175:3 187:9 201:22 207:6,16 236:18 status 113:9,10 statute 124:10 steno 241:12 stenographic 11:11 94:22 stenotype 242:4 stent 198:4 stents 136:1 steven 3:18 steven.hunchuck 3:19 stipulations 9:9 stock 106:8 stone 48:7 53:25 62:22,23,23 stop 96:10 101:4 109:18 129:5,5,6,9 129:16 163:5 stopping 162:17 stoy 6:3 strategy 14:21,25 street 2:4,17,24 3:6,13 4:20 5:4,8 6:9,14,18 7:4 strength 121:11 122:4 stricken 150:10 strike 75:25 94:14 133:21 145:12 147:6 150:7 stroke 135:5,15 137:17
---	--	---	--

[strokes - term]

Page 39

strokes 134:24 135:22,24 136:16 136:18,23 137:12 student 189:3 studied 42:7 172:4 studies 15:20 23:23 54:4 138:25 studying 36:10 stuff 23:11,23 24:3 subject 18:5,25 19:13 21:11 submit 69:19 73:21,22 submitted 59:13 70:14 72:4 subscribed 245:14 subsidies 225:6 226:1 suffer 191:7 suffered 204:7 225:15 suggest 226:10 227:6 229:13 suggested 191:12 suggesting 202:7 suite 2:4,13 3:13 4:5,11,15,20 5:4 6:24 7:4 summarized 50:24 summer 48:1,2,3 71:25 supplied 190:18 suppliers 166:15 supply 88:23 106:20 115:6,22 118:1 122:21 123:2,3,20,24,25 124:3,8,19,25 125:9,10,17 126:8 126:15,23,24 127:2 130:9,11,19	130:20,23 131:16 131:17,20 132:2,6 132:7,20 145:25 146:17 156:18 159:1 161:2,4 162:4 164:9,25 165:7 170:6,11 181:10,12,18,23 182:5,8,17,18,19 182:22 183:2,5,18 186:20,25 187:22 188:15,17 189:4 189:10,16,17,17 189:23 196:3 197:17 201:22 230:14 231:3,14 231:17 232:1 235:22 236:17 support 17:6 23:2 63:1 71:3 126:14 136:3 supporting 82:15 180:5 supportive 90:25 sure 12:24 14:7 15:7 21:17 26:12 32:12 37:17 40:12 46:4 49:18,21 52:8 63:18 67:25 68:2 69:2 73:20 95:8 101:13 106:6 112:8,11 120:8 184:9 185:1 189:24 191:6,20 193:8 214:4 217:7 surmise 21:21 sustained 23:2 swann 185:6 swear 11:12 12:6 switched 198:2	switching 176:16 sworn 12:9 245:14 systematic 82:5,8 90:1,3,23 93:9 t t 3:12 5:13 8:1 140:2 242:1,1 244:3,3 tab 43:10,23 44:1 52:22,23 57:23,24 58:8 166:18,21 table 10:1 take 13:20 18:23 43:14 45:19 47:10 67:5 74:1 121:17 139:14 164:2,12 170:21 177:15 180:7 190:19 192:6,12,25 193:10 206:6 235:7,11 taken 1:11 13:23 57:15 74:8 112:24 150:15 158:19 159:21 180:12 189:6 190:17 193:18 194:1 199:1 206:10 235:16 242:6 takes 69:5 talk 13:7 14:3 25:18,23 27:17 62:3 162:21 174:10,10,21 175:13 176:14 177:16 178:5 187:5,23 208:14 235:21 talked 151:6 156:2 172:18 181:9 183:14 230:11	talking 23:6,10 38:9 63:18,21 75:14 143:16 151:7 172:23 173:18,22 177:6 182:9 198:8,9 216:12,12,13,14 217:24,25 226:21 227:20 talks 78:13 126:6 taught 15:2,16 189:3 taxpayers 24:15 teach 14:25 16:11 23:16,17 teaching 14:17,21 14:24 23:11,22 32:20 71:2,19 72:1,2 team 51:18 54:8 tech 67:13,14,24 168:2 techniques 193:5 193:6 technological 14:16 technology 14:13 tell 26:1 33:18 51:14 56:5 129:12 telling 93:16 166:8 174:9 tells 228:21 tenure 23:18 term 97:25 98:5 103:22 114:1 121:18,25 122:7 122:11,12 123:8 144:3 145:9 149:3 151:23 153:10 158:6 182:5 186:10
--	---	---	--

RESTRICTED CONFIDENTIAL

[terms - time]

Page 40

terms 16:13 21:9 24:3 27:3 34:7 50:15,17 111:12 113:24 114:1 117:1 122:8,14,16 124:2,3 188:1 207:12,12,19 209:1 236:6 testified 12:9 147:18 testify 79:23 127:21 testifying 79:24 215:8 testimony 11:23 13:24 44:22 45:1 86:11 96:24 100:15 107:22 108:2,19 116:9 140:7,12,18 147:8 147:20 171:14 181:11 182:3,20 197:7 220:18,20 237:8 243:9,18 245:8 teva 4:6 6:11 78:1 175:10 texas 2:13 4:11 text 155:8 169:14 175:3 180:18 185:14,14 textbook 15:13,16 textbooks 15:22 16:3 126:25 texted 155:12,18 155:22 thank 12:14 13:19 21:1,2 30:11,21 32:19 33:5,6 34:20 45:15 47:7 52:11 53:22 55:21	68:1,3 79:21 80:9 93:22 95:19 96:11 103:3 108:8 110:6 112:13,20 115:4 125:22 135:2 136:25 140:4,4 143:5 145:2,4 152:15 167:11 175:1 176:5 179:19 187:18 189:1 192:3 196:17 205:4,5 208:10 212:20 219:21 228:24 239:21 theories 46:7 206:20,22 207:4 207:10 theory 156:13 182:7 183:1 186:19 187:21 188:15,17 189:8 189:11,22,23 197:24 206:22 therapeutic 134:2 137:21 138:1,13 138:18 143:10 146:2,5,9,10,17 147:18,24 149:18 150:20 151:7,11 153:2 156:3,7 158:18 159:6,20 159:25 160:6,16 164:14 170:15 171:15 183:12,13 183:15,24 184:3 185:25 186:13 194:3 199:17 230:12 233:12 234:4	therapeutically 185:13 therapy 198:4 thereof 242:12 thing 23:5 28:23 196:6 things 39:23 73:11 80:9 85:9 117:2,5 128:23 161:7 192:18 197:1 198:5 200:9 221:3 think 14:1 17:23 21:18 25:11 26:13 27:8 28:3,12 31:2 33:24 34:18 37:3 37:3,3 39:4 40:19 41:2 43:13 46:20 49:19 50:11,18 51:9,12 57:1 60:1 60:20,21 62:16 63:17 65:20 67:22 70:5 73:17 84:3 90:10 91:10 111:19 112:2 125:10 129:16,17 132:11 137:10 138:5 141:6,7 147:12 150:1 151:20,21 153:19 160:3 166:6 169:13 188:24 190:24,24 194:20 208:4 209:20 215:5,9 223:14 225:9 227:22,25 228:4 231:6 233:7 233:7,11 234:15 236:9 237:18 239:10 thinking 35:25 37:11,18,21 39:4	84:6,10,10 124:2,3 181:17 184:6 thinks 55:2 third 63:7 88:15 132:25 204:6 205:19 216:12,15 216:16 222:2,12 222:20 224:13 225:25 227:6 228:15 229:9,15 229:18 230:18 232:23 233:2,13 233:15,18 234:3 234:25 236:2,6,11 236:14,20,23,24 237:2,13,18,21,24 238:4,14,21 239:5 239:7 thornburg 5:7 thought 36:2,2 86:8 101:18,20 159:8 186:8 213:12,12 threat 41:19 three 6:9 17:23 18:1,3 25:12,16,19 25:19 60:17 71:17 80:8 168:3,4,4,10 175:9 217:13 thumbnail 15:6 thursday 1:12 tiffany 4:3 time 1:14 12:3 13:10,10,21 17:22 22:5,17 23:1,3 28:9 35:15,25 36:25 37:2 39:3 41:21 43:9,14 45:16 47:18 48:12 49:10,20,22 50:10 54:19 56:23 57:10
---	--	--	---

RESTRICTED CONFIDENTIAL

[time - u.s.]

Page 41

57:13,16 60:10,21 62:6 64:24 67:6 68:15 69:6,8,9,18 69:21 70:7,11,12 70:22 71:4,11,13 71:15,20,21,25 72:1,4,5,8,21,25 73:3,8 74:6,9 76:23 77:2 78:6 84:6,9 89:13 91:22 92:1 94:17 95:3,11 108:16 110:10 111:20 112:8,10,15,21,25 131:8 133:3,5 150:13,16 171:7 171:21 180:9,13 194:2,16 195:5,16 196:21,22,22 202:11 206:8,11 212:18 228:5 235:10,13,17 239:23 240:5 241:13 242:6 243:19 timeframe 38:14 39:10 243:8 times 94:12 109:20 127:24 128:20 153:12 160:4 179:13 196:19 200:4 215:5 titled 181:24 today 12:20 13:24 25:9 30:10 92:11 180:18 183:14 234:21 told 173:24,24 220:8,14,15	tolerance 161:12 163:1 tolerances 161:7 161:21 top 168:14 topic 40:25 torrent 78:2 93:25 total 69:12,22 210:16 217:15 221:17 toxins 39:14 tpp 232:4,6,15,18 tps 205:18 216:24,25 217:2 223:9 227:1 229:8 229:21 231:4,15 trade 5:4 105:12 105:13 106:19 113:14 116:24 119:8,19,21 120:13,15 138:11 139:10 156:21 161:15 162:5 163:2 183:17 190:9 197:4,8,16 197:21 202:14 210:19 211:7,10 211:12 217:25 235:3 trades 186:4 tragically 135:24 trailed 230:23 train 101:18,19 trained 50:4 transactions 230:5 transcript 30:25 243:6,20 245:5,8 transcription 242:7 traurig 4:2	traveling 71:17 treat 35:22 38:12 133:24 134:3,5 170:8 174:7 175:4 190:20 191:24 199:18 211:5 treated 135:6 233:3,20 treating 137:15 139:2,15 treatise 124:17 125:15 treatises 188:16 treatment 136:3 136:17,23 137:11 138:1,2 144:7,21 145:14 169:12 172:10 173:2 174:11,19 175:14 175:16 191:1,9,10 192:16 193:12 225:13 226:20 232:5,17 treatments 134:21 135:19,21 172:2 191:13 192:7 200:7 trials 133:11,14,15 tricare 218:7 tried 100:13,14 220:16 triple 73:23 true 103:13 117:7 136:15 205:18 242:7 245:8 try 13:7 33:17 102:3 162:22 trying 16:5 21:14 41:7 51:15 55:25 60:15 125:14 128:18,23 162:18	164:24 188:12 203:10,18 221:11 231:11 turn 64:15 68:22 90:7 95:14 104:24 166:18 167:23 184:16 201:10 206:15 turned 75:12 two 18:8 22:13 35:16 37:8 66:21 68:6,6 69:24 70:2 71:6 111:12,23 136:1 145:21 169:2,13 180:8 185:22,23 186:12 206:22 217:16 twofold 185:17 tylenol 13:25 type 23:23 32:1 160:21 202:20 212:4 213:25 214:7 216:8 226:16 227:11 types 17:16 19:16 22:23 35:17,20 38:25 39:1,3,15 43:5 51:24 185:23 185:23 209:6 226:9 229:10 239:4
u			
u.s. 3:9,9,15,15 66:5 86:4 88:24 89:10,12 97:14 98:3,6,16 106:18 106:21 108:10,11 108:15,21 110:8 110:12,16,21 113:14,19,22 114:8 115:22			

RESTRICTED CONFIDENTIAL

[u.s. - valsartan]

Page 42

116:17,24 117:14 117:16 119:8,19 119:21 120:12,14 120:17 121:14,21 122:13 124:14,23 125:12,23,24 126:1,11 132:14 132:20 135:20 136:20,24 138:11 139:9 145:24 146:5 148:7,10,25 149:7 156:21 161:11 162:5,6 163:4 164:10 165:2 174:8 182:17 183:6 186:4,5,6 187:2 188:6,7 190:2,2,9 190:14 194:24 197:14,16,21 202:10,20 204:16 204:20,23 209:25 210:19 211:1,20 215:23 235:3 237:9 uh 20:11 41:8 201:16 217:9 ulmer 7:2 ulmer.com 7:3 ultimately 42:15 125:2 199:23 unable 228:21 unadulterated 191:14 198:20 uncontaminated 191:14 undergo 38:25 underlying 137:11 191:25 235:4 underscores 185:15	understand 13:4 13:13,14,15,19 19:2 34:3 39:23 44:25 45:10 51:16 53:12,14 59:21 79:2 80:1,11 85:2 86:14,21 87:15 93:2 98:10 106:6 121:18,25 122:19 125:14 127:11 129:18 131:8 133:23 134:13,18 134:20 135:3 143:13 144:3 151:5,5 153:17 181:14 191:11 203:6,17 214:4 218:21 219:5 222:5 229:18,21 232:22 233:16 234:17,24 236:25 238:9 239:1,2,12 understanding 40:2,3 59:18 79:6 82:4,13 87:2 88:2 88:18 98:4 101:3 106:11,25 107:8 110:19 114:10 115:20 125:11 134:16 141:14 158:15 165:24 172:6 173:4,7 186:22 191:11,21 214:6 216:25 237:25 239:22 240:25 understood 13:18 underwent 198:4 underwrite 227:8 unit 11:3 74:7 112:22 113:1	180:10,14 206:12 235:14,18 united 1:1 39:17 105:4,12 107:11 124:23 161:16 187:9 201:22 223:2 236:18 universities 23:12 university 14:6,10 15:18,18,19 23:24 52:19 unjust 206:23 207:2,20 208:12 untreated 134:7 134:19,23 137:3 update 175:7 updated 54:1 updates 8:11 167:6 use 16:3 36:19 37:23,24,25 38:19 46:24 54:7,8 75:14 76:15 103:22 113:9,24 122:11,12 123:11 124:15 133:24 134:4 165:19 166:9 171:10 172:9,17,17 174:11 182:4 213:6,9 usefulness 185:24 user 185:9 uses 39:3 97:24 98:3 221:16 usually 226:16 227:11 utilization 37:6	v vacuum 157:18 valsartan 1:2 8:13 11:5 35:11,14,22 36:9,11 37:2,20,20 38:9 41:23 63:13 63:25 65:7,21 76:4,12,13,16,17 77:6,8,13,19,23 78:3,10,10 81:5 82:1,6 96:21 97:8 97:12,21 102:6 127:7,17 130:1,24 132:7,24,24 133:23,24 134:4 137:15,18 138:2,2 138:9 139:1,14 141:3,17,19,21 142:24 144:8,22 145:15 147:19 149:17 150:21 151:12 153:8 156:4,6 157:22 158:8,10,19 159:24 160:17,23 164:4 165:20 166:10 168:18 169:9 170:15,25 171:10,15,18 172:5,11,12,15,17 173:11,16 174:5 174:12,14,16,20 175:4,6,6,7,18,23 176:6,7,14 177:5,5 177:8,12 178:1,2,8 178:9 179:21 190:17 191:14 192:19 193:19 194:1,15 196:10 196:10 198:10 199:2,9,12,22
---	---	---	--

RESTRICTED CONFIDENTIAL

[valsartan - went]

Page 43

205:10 213:2,4,5 213:10 214:11 215:17 218:18 226:11 227:9 229:7 230:13,15 231:3,14,18 232:5 232:17 233:20 236:8 237:5 238:6 238:15,23 239:17 240:5,19 241:2,8 243:4 244:1 245:1 valuable 137:14 187:3 value 111:11 114:24 116:6,12 117:10,23,25 118:7 119:2 133:7 137:4,13,18,22,22 138:13,18 140:8 140:15,21 141:4,9 141:23 142:2 143:1,7,11,12,17 143:19,21 144:4,9 144:23 145:8,9,14 145:23 146:1,6,10 146:15,15,17,18 146:18,19,23 147:25 148:12,14 148:18,25 149:3 151:23 152:8,16 152:19 153:6,11 153:14,18 164:4 164:15 183:10,13 183:13,15,25 184:1,3,4,7 185:10 185:23,25 186:1,1 186:10,12,12,13 186:15 201:18 204:12,16,23 230:12,12 232:23 233:3,13,19	values 145:21 vanaskie 100:7,25 variables 216:1 variation 162:25 variety 17:15,16 42:2 239:4 various 17:24 40:18 vast 228:25 vcds 154:3 verbally 11:23 verify 243:9 veritext 1:10 11:7 11:9 243:14,23 veritext.com 243:15 versus 26:6 73:4 veterans 218:8 video 11:3 94:22 94:25 95:2,7 241:12 videographer 7:8 11:1,7 57:13,16 58:15 74:6,9 76:23 77:2 90:9 91:22 92:1 94:17 94:24 95:11 112:21,25 150:13 150:16 180:9,13 206:8,11 235:13 235:17 241:13 videotaped 1:10 8:5,7 52:24 56:18 view 104:13 107:4 108:5 110:18 115:15 125:16,23 125:25 137:10,13 145:15 151:6 186:9,15,18 187:20,24 188:5 190:18 200:23	216:25 219:25 231:2,13 232:6,19 viewed 156:22 views 186:12 violation 84:9 105:22 106:4,12 106:25 107:23 108:4 110:20 189:10 violations 82:16 93:18 108:21 120:21 virtual 1:10 virtue 154:1 voices 147:1 volume 90:7,15 166:22 voluntary 175:10 vouchers 221:18 w w 3:4,5 wacker 4:5 wait 15:24,24 119:5 181:19,19 187:6,6,6,6,6 188:2 213:15,15 213:15,16 waiting 47:19,19 waive 12:1 waiver 180:20 waiving 32:16 34:17 154:24,25 155:15,16,23 walgreens 211:8 wallack 5:17 walnut 7:4 walsh 6:7 walshlaw.com 6:8 want 23:4 37:16 43:12,15,15 59:19 80:6 92:4,5 95:3,4	95:6 100:16,23 107:9 111:17 117:15 122:19 128:7,11 129:2 150:5 162:2 163:3 166:18 179:3 187:15 188:5,10 205:7 217:6 218:23 221:24 wanted 55:14 100:16 126:4 186:24 187:10 208:25 warning 93:23 warnings 139:12 washington 3:13 4:20 5:14 waste 54:18,19 95:3 wasting 111:20 way 2:13 12:24 26:22,24 31:10 37:14 55:1,7 80:6 97:15 100:15,24 117:25 143:19 145:8 146:11 149:4,15 151:22 153:11,13 162:15 163:24 194:20,21 202:6,24 208:13 212:11 225:9 226:7 242:11 ways 33:17 93:24 135:6 141:15 192:17 193:24 we've 33:11 57:20 182:9 183:13 web 184:15 week 17:19 73:15 went 171:1,1 187:23 192:20,21
--	--	--	---

RESTRICTED CONFIDENTIAL

[went - worry]

Page 44

194:16 west 4:5 5:4 6:18 6:24 wharton 23:25 whereof 242:13 whiteley 2:20,21 28:13 whitely 59:13 whitney 6:17 widely 16:10 william 5:17 184:20,25 185:4 willing 157:13,14 161:8,21 163:7,9 winter 60:1 wish 101:16 withdraw 62:2 94:15 112:5,6 withdrawing 55:18,18 withstanding 13:12 witness 2:5 11:12 11:22 12:6 14:25 16:18 20:9,12 21:2 26:6 28:19 28:21,25 30:11,22 32:8,15,19 33:3,6 34:20 35:20 36:15 38:5 42:18,22 44:10 45:7,15 46:4 47:8,12 49:11 52:13 53:22 57:9 58:18 61:10 61:22,25 65:17 69:16 70:2,20 71:10 75:21 76:20 77:12,21 82:12 83:6 85:1 86:20 86:21 88:22 89:9 89:22 90:4,12,22	92:16 93:22 94:3 94:11 96:7,11,23 97:11,24 98:24 99:10,10,16,21 100:5,18 101:3,5 101:19 102:10 103:2,18 104:11 105:18 106:4,16 107:7,19 108:1,8 108:24 109:4,7,13 110:6,25 112:2,7 112:12,16,20 114:14 115:4,11 115:20 116:8,15 117:7,13 118:21 119:5 121:4 123:1 125:22 126:19 127:11,22 128:1,3 128:6,19 129:16 129:17 130:5 131:5 132:1,11,19 133:19 134:11 135:2,11,18 136:9 136:20,23 137:7 137:21 138:5,21 139:5,18,23 140:3 140:11,17,25 141:6 142:1,5,10 142:13,17 143:5 143:15,25 144:2 145:2,4,19 146:22 147:4,12,23 148:22 149:24 151:1,20 152:15 153:10,24 154:16 155:2,18,25 156:11 157:9 158:5,14,23 159:11 160:5,20 161:11,25 163:13 163:23 164:6,19	165:15,24 166:13 168:5 169:22 170:5,19 171:18 171:25 172:22 173:14 175:1 176:5,23 177:20 178:13,25 179:8 179:19 180:23 181:5,14 182:25 184:9 185:1 186:18 188:23 189:1,14 190:23 191:20 192:10,15 193:4,14,22 194:11 195:2,23 196:5,17 198:18 199:7 200:6,20 201:6 203:5,16,23 205:2,5,12,24 206:4 207:16,25 208:6 209:15 211:13 212:9,17 212:19,22 214:14 215:12,20 216:21 219:2,21 220:5,11 220:19 223:14 224:6,17 225:21 226:6 227:5 228:8 228:19,24 231:6 232:10,22 233:9 233:12,23 234:15 237:7 238:9,17 239:2,21 240:12 240:25 242:6,13 243:8,10,12,19 witnesses 87:6,25 100:9,10 wmurtha 5:18 woefully 70:11 word 46:24 120:6 128:6 139:21	234:22 wording 176:9 words 80:8 117:2 117:23 128:9 156:19 159:2 183:16 190:7 195:4 work 17:11 18:13 18:17 19:5,9,10,17 19:24 20:13 21:21 21:24 22:7,7 24:13,18,19 26:6 26:10,19,21 29:9 30:3 32:20,21 33:8 39:10 40:2 42:9 45:11 46:21 46:22 48:9,19 50:16 51:21 53:21 63:13 65:13,16 66:9 69:13 71:3 180:21 worked 16:22 19:21 21:8 24:7 25:1,23 26:16 29:6 45:17 46:10 48:6,11,14 50:9 52:1 53:25 61:12 63:25 70:13 workers 218:13 working 17:24,25 19:14,19 20:4 24:4 25:13 26:24 29:18 31:3,16 33:12 47:25,25 59:24 62:25 72:3 86:5 works 50:7 world 112:8 190:19 193:23 worry 67:9
---	---	---	---

RESTRICTED CONFIDENTIAL

[worth - zoom]

Page 45

worth 145:9 151:23 152:8 worthless 114:25 115:1,18 122:23 124:6 125:18 126:16 145:16 151:7 153:25 156:24 204:5 230:16,17 232:7 232:18 worthlessness 115:17 145:10 151:9 153:15 185:24 write 15:13 157:13 201:17 writing 15:15 47:21 50:17 writings 54:5 written 122:16 212:1 wrongdoing 203:1 wrote 51:2,4,6,20 52:1 82:19,21	207:25 241:11 year 17:23 26:5,13 47:4 73:16 209:9 212:14 214:18 215:21 216:9 yearly 106:22 years 15:3,17 17:2 19:22 22:3 26:16 202:16 204:20 york 2:18,18 6:19 6:19 73:14
x	z
x 1:2,5 8:1 xi01658 242:17 xponent 66:4 210:15,24 211:15 212:2,6,25 215:3 217:14,20	zero 201:18 zhejiang 78:1 93:13,20 168:22 zhejiant 3:8,15 zhp 12:18 93:21 93:21,22,23 168:18,19 zmick 6:23 zoom 1:10
y	
yeah 18:7 19:12 27:3 34:2 43:22 49:19 57:2 60:4,4 60:18 70:25 109:15 134:15 137:9 138:5 157:2 159:18 166:25 168:20 176:18	

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.